



City of Killeen

## Purchasing

Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

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### PROPOSAL DOCUMENT REPORT

IFB No. 23-32

Airport Terminal HVAC Improvements Phase II - Vestibule Upgrades (Re-Bid)

RESPONSE DEADLINE: April 13, 2023 at 3:00 pm

Report Generated: Thursday, April 13, 2023

### Valcorp Enterprises, LLC. Proposal

#### CONTACT INFORMATION

**Company:**

Valcorp Enterprises, LLC.

**Email:**

donp@valcorpenterprises.com

**Contact:**

Donald Phelps

**Address:**

4101 Murray Ave  
Haltom City, TX 76117

**Phone:**

(254) 421-1638

**Website:**

[Valcorpenterprises.com](http://Valcorpenterprises.com)

**Submission Date:**

Apr 13, 2023 2:26 PM

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Conflict of Interest Questionnaire (Form CIQ)\*

Please download the Conflict of Interest Questionnaire (Form CIQ), complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict\_of\_Interest\_Questionnaire\_.pdf

### 2. Certificate of Interested Parties \*

Please confirm that you shall file the Certificate if awarded the project.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Sample certificate can be viewed in attachments section herein.

Confirmed

### 3. Confirmation of Acceptance\*

By submitting the bid hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and

Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Confirmed

**4. Acknowledgement – “Boycott Israel” \***

By submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

**5. Acknowledgement – ‘Boycott Energy Companies’ \***

By submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries” \***

By submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii)

refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

#### **7. Conflict of Interest Disclosure Questionnaire \***

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- A. in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- B. in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Confirmed

#### **8. Can service be accomplished as specified in the specifications?\***

Yes



9. When can service commence after award (number of days)?\*

60

10. Has an owner of the company been convicted of a crime within the past 10 years?\*

No

11. Has company been in bankruptcy, reorganization, or receivership in the last 5 years?\*

No

12. Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\*

No

13. Does any employee or official of the City have any financial or other interest in your firm?\*

No

14. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\*

Answer YES or

If your answer is NO, then please describe the differences here.

YES

15. Insurance Broker Info\*

Please provide your Insurance Broker's Name, contact name, Phone and Fax and email address.

Assured Partners

**16. Are there claims that are pending against this insurance policy?\***

Answer No or

If yes, please describe:

No

**17. COPYRIGHTED MATERIAL\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

**18. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

Not Applicable

**19. Proposal Requirements\***

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

**20. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

VALCORP\_2023-03-10\_IFB\_KFHRA\_Term\_HVAC\_Imp\_PH\_II\_Vest\_Upgrades-Specification.pdf

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Valcorp Enterprises, LLC

2 ☐ N/A Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ N/A Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

04/06/2023

Date

# SPECIFICATIONS AND CONTRACT DOCUMENTS

Killeen, Texas

Killeen-Fort Hood Regional Airport

Type text here



Terminal HVAC Improvements Phase II - Vestibule Upgrades  
City of Killeen Bid No. 23-32

Garver Project No. 20A06081  
FAA AIP No. 3-48-0361-045-2021

Prepared For:  
**City of Killeen**

March 2023



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## SECTION I: BIDDING REQUIREMENTS

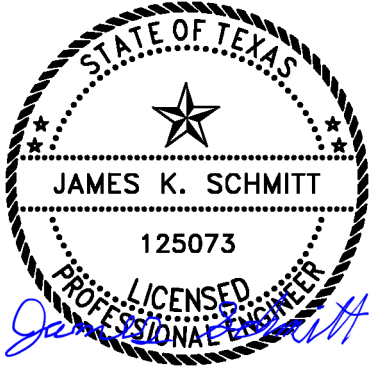

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00 00 01 CERTIFICATIONS

**TERMINAL HVAC IMPROVEMENTS PHASE II – VESTIBULE UPGRADES  
KILLEEN-FORT HOOD REGIONAL AIRPORT (KFHRA)  
GARVER PROJECT NO. 20A06081  
CITY OF KILLEEN BID NO. 23-32**

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Texas.

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
<p>James K. Schmitt, P.E.</p>  <p>Digitally Signed 12/27/2022</p>	<p>Electrical Plans and Specifications</p>
<p>Gregory A. Archer, AIA, LEED, AP, BD+C</p>  <p>Digitally Signed 12/27/2022</p>	<p>Architectural Plans and Specifications</p>

**Killeen-Fort Hood Regional Airport**

**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

**GARVER, LLC CERTIFICATE OF AUTHORIZATION:**

**TX ENGINEERING REGISTRATION NO. F-5713**

Expiration Date: 1/31/2023

**TX ARCHITECTURAL REGISTRATION NO. BR 60**

Expiration Date: 12/31/2023

**TERMINAL HVAC IMPROVEMENTS PHASE II – VESTIBULE UPGRADES**

**CITY OF KILLEEN BID NO. 23-32**

**FAA AIP 3-48-0361-045-2021**

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**NOTICE TO BIDDERS  
BID NO. 23-32  
TERMINAL HVAC IMPROVEMENTS PHASE II - VESTIBULE UPGRADES  
CITY OF KILLEEN, TEXAS**

**00 11 00 ADVERTISEMENT FOR BIDS**

Notice is hereby given that the City of Killeen will receive sealed bids for **Killeen-Fort Hood Regional Airport (KFHRA) Terminal HVAC Improvements Phase II - Vestibule Upgrades**, electronically through the City's OpenGov e-bidding site **or** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor, Killeen, Texas 76541, until 3:00 P.M. (Local Time) Thursday, April 13, 2023. Bid submissions shall be plainly marked with the name and address of the bidder and reference "**BID NO. 23-32**" and "**Terminal HVAC Improvements Phase II - Vestibule Upgrades**." Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://procurement.opengov.com/login>.

Bids will be opened and read aloud through Zoom online video conferencing at **3:15 p.m. on April 13, 2023**; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: **04142020**

A pre-bid conference and site visit will be held on **April 4, 2023, at 10:00 a.m.** at the **Killeen-Fort Hood Regional Airport Terminal Building, 8101 S. Clear Creek Road, Killeen, Texas 76549**. Attendance is optional.

The Project includes, but is not limited to, the replacement of the vestibule doors at the curbside of the terminal building and the operators. See proposal for more information on base bid work.

Bid questions will be accepted on the OpenGov e-bidding site, until **3:00 p.m. on April 6, 2023**. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidder's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/414/Purchasing>), Demand Star (<http://www.demandstar.com/>), and OpenGov E-Bidding site (<https://procurement.opengov.com/login>).

Bids will be received for a single prime contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form.

Bids must be submitted on the bid forms provided by the City and accompanied by a bid security in an amount of five percent (5%) of the Bidder's maximum Bid price, payable, without recourse, to the City of Killeen. The security may be in the form of a certified cashier's check or a Bid Bond in the same amount from a reliable surety company approved to do business in the State of Texas, as guarantee that the bidder will enter into a contract and execute a 100 percent performance bond and 100 percent payment bond and guaranty forms provided within ten (10) business days after notice of award of contract to him. Bids not accompanied by cashier's check or bid bond will not be considered.

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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Bidders must be licensed to perform work within the state of **Texas**.

All Bidders shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of **7.66%** of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals DBE).

**Federal Requirements for Federally Funded Projects.** This Project is being partially funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractors must comply with specific federally required provisions as listed herein and contained in the contract documents. The following federal provisions are incorporated in this solicitation by reference:

- Buy American Preference (49 USC § 50101)
- Trade Restriction Certification (49 USC § 50104, 49 CFR part 30)
- Foreign Trade Restrictions (49 CFR 30.17)
- Disadvantaged Business Enterprise (49 CFR part 26)
- Davis-Bacon Requirements (2 CFR § 200, Appendix II(D), 29 CFR Part 5)
- Davis-Bacon Labor Provisions (29 CFR Part 60-4)
- Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)
- Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
- Lobbying and Influencing Federal Employees (31 USC § 1352, 2 CFR part 200 Appendix II(J), 49 CFR part 20 Appendix A)
- Requirements for Drug-Free Workplace

**Affirmative Action Requirement.**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: **16.4%**

Goals for female participation in each trade: 6.9%

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

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

## **Killeen-Fort Hood Regional Airport**

### **Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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

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

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is City of Killeen, located in Bell Count, in the State of Texas.

#### **Civil Rights Title VI Assurance**

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

Bids must remain in effect for **90** days after the bid opening date. Within **90** days from the bid date, the Owner may award the contract to the lowest responsive, responsible Bidder or reject any or all Bids for the Project.

The **CITY OF KILLEEN** reserves the right to reject any or all Bids, to waive irregularities in the Bids and bidding deemed to be in the best interests of the **CITY OF KILLEEN**, and to reject nonconforming, nonresponsive, or conditional bids.

Owner: **CITY OF KILLEEN**

END OF ADVERTISEMENT FOR BIDS

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**00 21 00 INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders not otherwise defined have the meanings indicated in the General Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Successful Bidder* – The lowest responsible, qualified Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  - B. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, as detailed in Section 00 45 13 Qualifications Statement, which must be completed in ink and returned for evaluation with the Bid, along with any Owner required documentation. Owner will review the submitted information to determine which contractors are qualified to bid on the Work.
- 3.02 The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
- A. Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.
  - B. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
    - 1. financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
    - 2. a record of integrity;
    - 3. a record of successful completion, defined as, completion of a project within a reasonable time and budget;
    - 4. qualified legally to contract with the Owner, and;
    - 5. has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.01 *Site and Other Areas***

- A. The Project site is identified in the Bidding Documents. By definition, the "Site" includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

**4.02 *Existing Site Conditions***

**A. Physical Conditions; Hazardous Environmental Conditions**

**1. The Special Provisions identify:**

- a. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- b. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- c. Technical Data contained in such reports and drawings.

- 2. Owner will make pdf digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Provisions, has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 3. If the Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Section 10 of the General Provisions will apply.

~~**B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.**~~

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to ~~subsurface conditions~~, other physical conditions, and ~~Underground Facilities~~, and possible changes in the Bidding Documents due to differing or unanticipated ~~subsurface or~~ physical conditions appear in the Special Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in the Special Provisions.

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**4.03 Site Visit and Testing by Bidders**

- A. Bidder shall conduct Site visit(s) by appointment, during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable laws and regulations regarding ~~excavation~~ and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

**4.04 Owner's Safety Program**

- A. If applicable, Site visits and work at the Site will be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Special Provisions.

**4.05 Other Work at the Site**

- A. Reference is made to Section 70-04 of the General Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

**5.01 It is the responsibility of each Bidder before submitting a Bid to:**

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests ~~of subsurface conditions at or adjacent to the Site~~ and all drawings of physical conditions relating to existing surface or ~~subsurface~~ structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- ~~G.~~ Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 **An optional** pre-Bid conference will be held at the date and time identified in the Advertisement for Bids and addenda as appropriate. Representatives of Owner and Engineer will be present to discuss the Project. Bidders **should** attend and participate in the conference. Owner will transmit to all prospective Bidders of record such addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents *will be accepted on the OpenGov e-bidding site*. Questions will be answered in the form of an Addendum and posted on the OpenGov website. It is the bidder's responsibility to obtain and acknowledge all Addendums. Only questions received prior to the time and date listed in the Advertisement to Bids section will be required to be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. The final addenda shall be issued at a minimum of twenty-four (24) hours prior to the opening of bids' date and time.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a cashier's or certified check, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting requirements acceptable to the owner.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults as set forth in this Section 8.02.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **91** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a milestone, substantial completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 See Section 60-03 of the General Provisions.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 Bidders shall submit Section 00 43 36, List of Proposed Subcontractors with the Bid, for prior approval of the Owner.
- If requested by Owner, before executing any subcontract, and within three (3) days after Bid opening, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. Declining to make requested substitutions will **not** constitute grounds for forfeiture of the Bid security of any Bidder.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities.

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- 12.03 The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

**ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed either in ink or type and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
  - C. A conditional Bid will not be considered.
- 13.02 A Bid by a corporation or partnership shall be executed in the corporate or partnership name by an officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate or partnership address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

- 14.01 Base Bid with Alternates
- A. Bidders shall submit a Bid on a unit price basis for the Base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
  - C. Discrepancies between words and figures will be resolved in favor of the figures.

**14.02 Unit Price**

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract price will be determined in accordance with Section 90 of the General Provisions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the figures.

**14.03 Allowances**

- A. For cash allowances the Bid price shall include such amounts as the Owner deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents.

**ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title and number(s) (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside as noted in Advertisement for Bids Section 00 11 00. The Bidders name and return address shall be plainly marked on the package. Mailed Bid shall be addressed to **address provided on the Advertisement for Bids Section 00 11 00.**
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may be disqualified from further bidding on the Work, at the discretion of the Owner.

**ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new Bids; or proceed with the work otherwise.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to **not** be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its **additive** alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - D. In the comparison of Bids, schedules will be applied in the same order of priority as listed in the Bid Form. For comparison purposes schedules will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder for the schedule in which the Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identity of subcontractors and suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractors or suppliers.



- 19.06 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.
- 19.08 Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid schedule. In the event the Work is contained in more than one Bid schedule, the Owner may award schedules individually or in combination. In the case of two or more Bid schedules which are alternative to each other, only one of such alternative schedules will be awarded.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Section 30-05 of the General Provisions, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF CONTRACT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. The Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 50-05 of the General Provisions.

## **ARTICLE 22 – SALES AND USE TAXES**

- 22.01 The project **Owner is** exempt from **Texas** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes **shall not** be included in the Bid. Refer to the Special Provisions for additional information.

## **ARTICLE 23 – RETAINAGE**

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Section 90-06 of the General Provisions.

## **ARTICLE 24 – CONTRACTS TO BE ASSIGNED**

- 24.01 Not Used

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END OF INSTRUCTIONS TO BIDDERS

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**Killeen-Fort Hood Regional Airport**  
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**00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS**

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	<input checked="" type="checkbox"/>	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	<input checked="" type="checkbox"/>	00 41 00
2. Bid Bond	<input checked="" type="checkbox"/>	00 43 13
3. List of Proposed Subcontractors	<input checked="" type="checkbox"/>	00 43 36
4. Qualifications Statement	<input checked="" type="checkbox"/>	00 45 13
5. DBE Participation Reporting	<input checked="" type="checkbox"/>	00 45 39
6. Bidder Certifications	<input checked="" type="checkbox"/>	00 45 46
7. Conflict of Interest Questionnaire	<input checked="" type="checkbox"/>	CIQ
8. No Boycott of Israel**	<input checked="" type="checkbox"/>	GTC
9. No Boycott of Energy Companies**	<input checked="" type="checkbox"/>	GTC
10. No Boycott of Firearm and Ammunition Industries**	<input checked="" type="checkbox"/>	GTC
*Check when filled out, signed, and included with submission of bid packet.		
**At end of City General Terms and Conditions		

**Within three (3) days after Bid Opening:**

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)
3. Form 1295

**Within fifteen (15) days after Notice of Award:**

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Contract (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

**Prior to Construction (Awarded Contractor):**

1. Construction Schedule - before preconstruction conference
2. Contractor Safety Plan Compliance Documents (SPCD)

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Seal (if incorporated)

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contractor Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature of Authorized Agent for Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**00 41 00 BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF KILLEEN PURCHASING DIVISION**  
**802 N. 2<sup>nd</sup> Street**  
**Building E, 2<sup>nd</sup> Floor, Room 215**  
**Killeen, Texas 76541**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Texas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of ~~subsurface~~ conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or ~~subsurface~~ structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and

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drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the **Davis-Bacon Act, including prevailing wage rates** and the Contract Work hours and Safety Standards Act.
- M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions.**

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.
- 5.03 BID ALTERNATES
- A. The undersigned Bidder offers to make, at the bid alternate prices (**Additive**) following, the changes in the Work covered in the total bid price set forth in unit price schedule (“Total Base Bid Price”) that are specified in the bid alternates priced below:
- B. It is understood that:
1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price’s project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price’s project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
  2. **Any bid items contained within the alternate unit price schedule that are measured quantities (TN, SY, CY, SF, LF, EA, etc.) shall match exactly the unit price found within the base bid unit price schedule. Lump sum bid items will not be required to meet this requirement.**
  3. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
  4. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
  5. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
  6. Reference Document 00 21 00, Article 19 for Method of Award.
  7. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

**5.04 BID SCHEDULES**

- A. There are **base bid and one additive alternate** unit price schedules.
- B. It is understood that:
  - 1. All bid prices for each schedule shall be filled in. Failure to comply with this requirement of submitting a price for each and all of the bid schedules may render the Bid non-responsive and may cause its rejection.
  - 2. The acceptance or rejection of any or all of these bid schedules is at the option of the Owner.
  - 3. Acceptance or rejection of bid schedules will not necessarily be made on the basis of price alone.
  - 4. Reference Document 00 21 00, Article 19 for Method of Award.



**Killeen-Fort Hood Regional Airport (KFHRA)  
Terminal HVAC Improvements Phase II - Vestibule Upgrades**

**BASE BID**

**PROPOSAL UNIT PRICE SCHEDULE**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	C-105-6.1	MOBILIZATION	L.S.	1	\$22,000.00	\$22,000.00
2	DOORS	NON-BLAST RATED VESTIBULE DOOR AND ASSOCIATED EQUIPMENT	EA	8	\$34,729.00	\$277,832.00

**Total Bid - Base Bid**

**\$299,832.00**

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**Killeen-Fort Hood Regional Airport (KFHRA)**  
**Terminal HVAC Improvements Phase II - Vestibule Upgrades**  
**ADDITIVE ALTERNATE 1**  
**PROPOSAL UNIT PRICE SCHEDULE**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	DOORS	NON-BLAST RATED VESTIBULE DOOR AND ASSOCIATED EQUIPMENT	EA	(4)	\$34,729.00	\$138,916.00
2	DOORS	BLAST RATED VESTIBULE DOOR AND ASSOCIATED EQUIPMENT	EA	4	\$62,229.00	\$248,916.00

**Total Bid - Additive Alternate 1**      **\$387,832.00**

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**Killeen-Fort Hood Regional Airport (KFHRA)  
Terminal HVAC Improvements Phase II - Vestibule Upgrades  
BID SCHEDULE SUMMARY  
PROPOSAL UNIT PRICE SCHEDULE**

**Total Bid - Base Bid** \$299,832.00

**Total Bid - Additive Alternate I** \$387,832.00

**Total BASE BID + ADDITIVE ALTERNATE** \$409,832.00

Note: Contract will be awarded based on the combination of Bid schedules that will be most advantageous to the owner based on funding available.

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (00 43 13);
  - B. List of Proposed Subcontractors (00 43 36)
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - D. Contractor's License No.: 36186 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualifications Statement ( 00 45 13) with supporting data; and
  - F. DBE Participation Reporting (00 45 39)
  - G. Bidder Certifications (00 45 39)
  - H. Conflict of Interest Questionnaire (CIQ)
  - I. No Boycott Israel Certification (GTC)
  - J. No Boycott Energy Companies (GTC)
  - K. No Boycott of Firearm and Ammunition Industries (GTC)

Type text here

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Valcorp Enterprises LLC.

By:

*[Signature]*

*Donald Phelps*

*[Printed name]*

Donald Phelps

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Jason Petras

Title:

Vice President

Submittal Date:

4.13.2023

Address for giving notices:

4101 Murray Avenue

Haltom City, TX 76117

Telephone Number:

817 658-3046

Fax Number:

N/A

Contact Name and e-mail address:

Jason Petras, [jason@valcorpenterprises.com](mailto:jason@valcorpenterprises.com)

Bidder's License No.:

*(where applicable)*



**Killeen-Fort Hood Regional Airport**

**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

**00 43 13 BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Valcorp Enterprises, LLC  
4101 Murray Ave  
Haltom City, Texas 76117

SURETY (Name, and Address of Principal Place of Business): American Alternative Insurance Corporation  
555 College Road East  
Princeton, NJ 08543

OWNER (Name and Address): City of Killeen  
802 N 2nd St  
Killeen, TX 76541

**BID**

Bid Due Date: April 13, 2023

Project Name: **Killeen-Fort Hood Regional Airport – Terminal HVAC Improvements Phase II – Vestibule Upgrades**

**BOND**

Bond Number: N/A

Date: April 13, 2023

Penal sum Five Percent of the Greatest Amount Bid \$ \$ (5% G.A.B.)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Valcorp Enterprises, LLC (Seal)  
Bidder's Name and Corporate Seal

By: [Signature]  
Signature  
Jason Petras  
Print Name

Vice President  
Title

Attest: [Signature]  
Signature  
Office Manager  
Title

**SURETY**

American Alternative Insurance Corporation (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (Attach Power of Attorney)  
Yamillec Ramos  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature  
Neira Hernandez  
Witness  
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint ventures, if necessary.

**CERTIFIED COPY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24<sup>th</sup> day of September, 2021.



By:

Michael G. Kerner  
Michael G. Kerner  
President

Attest:

Ignacio Rivera  
Ignacio Rivera  
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo  
Jillian Sanfilippo, Notary Public  
State of New Jersey  
My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

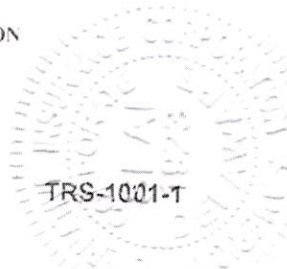
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of April, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera  
Ignacio Rivera  
Deputy General Counsel & Secretary



TRS-1001-T





## **Bond Verification**

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

[essuretyuwsupport@munichre.com](mailto:essuretyuwsupport@munichre.com)

## **Bond Claims or Notices**

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

[essuretyuwsupport@munichre.com](mailto:essuretyuwsupport@munichre.com)

or

Mail to: Munich Re Specialty Insurance  
437 Madison Avenue, 26th Floor  
New York, NY 10022  
Attn: Surety Bond Claims

**Killeen-Fort Hood Regional Airport**  
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**00 43 36 LIST OF PROPOSED SUBCONTRACTORS**

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

If the responses below do not clearly indicate that the contract goal for DBE participation has been achieved, documentation shall be attached to clearly demonstrate to the satisfaction of the Owner that a *good faith effort* has been made as defined and described in Appendix A of 49 CFR Part 26. We have verified that firms qualified as a DBE for this project are currently certified by the Texas Department of Transportation-Texas Unified Certification Program. Firms qualified as a DBE for this project shall be certified by the Texas DOT. Firms qualified as a small business enterprise (SBE) shall be certified by the US Small Business Administration.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

**Type of Work:** ..... 8.7-4300, 9.0-2200, and 26.0-0000 .....

Subcontractor's Name:.....HCI Commercial.....

**Texas** License No.: .....

Address: ..... 2727 LBJ FREEWAY, SUITE 815, DALLAS, TX 75234 | .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established:..... 2003 .....

Annual Gross Receipts (enter the range only):..... 5 .....

**Type of Work:** .....

Subcontractor's Name:.....

**Texas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only):.....

**Type of Work:** .....

Subcontractor's Name:.....

**Killeen-Fort Hood Regional Airport****Terminal HVAC Improvements Phase II – Vestibule Upgrades****Texas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

**Type of Work:** .....

Subcontractor's Name: .....

**Texas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

**Bidder (General Contractor):** .....**Texas** License No.: .....

Address: .....

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

By: ..... \*

Title: .....

Percent of Contract to be Completed by DBE: .....

\*Signature must be the same as on the Bid form.

**Notes:**

- (1) This form must be completed and submitted with *good faith effort* documentation provided in the sealed Bid to be considered responsive at the time of the bid opening.
- (2) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

**Killeen-Fort Hood Regional Airport**  
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**00 43 43 WAGE RATES**

"General Decision Number: TX20230022 01/06/2023

Superseded General Decision Number: TX20220022

State: Texas

Construction Type: Residential

Counties: Bell, Coryell, Lampasas, McLennan and Robertson  
Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</li></ul>

**Killeen-Fort Hood Regional Airport**  
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	hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX1983-006 05/01/1983

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 9.06 **	
BRICKLAYER.....	\$ 8.95 **	
CARPENTER.....	\$ 7.87 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.46 **	
DRYWALL FINISHER/TAPER.....	\$ 7.25 **	
DRYWALL HANGER.....	\$ 10.00 **	
ELECTRICIAN.....	\$ 7.79 **	
FLOOR LAYER: Carpet.....	\$ 7.25 **	
GLAZIER.....	\$ 9.20 **	
Insulation Installer.....	\$ 7.25 **	
IRONWORKER.....	\$ 7.25 **	
Laborers:		
Mason tenders.....	\$ 7.25 **	
Unskilled.....	\$ 7.25 **	
Landscaper.....	\$ 7.25 **	



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PAINTER.....\$ 7.25 \*\*

PLUMBER.....\$ 7.89 \*\*

Power equipment operators:

Backhoes.....\$ 7.25 \*\*

Dozers.....\$ 8.08 \*\*

Graders.....\$ 7.25 \*\*

Loaders.....\$ 7.25 \*\*

Rollers.....\$ 7.25 \*\*

Srapers.....\$ 7.25 \*\*

Tractors.....\$ 7.25 \*\*

ROOFER.....\$ 7.25 \*\*

Sheet metal worker.....\$ 7.25 \*\*

TRUCK DRIVER.....\$ 7.25 \*\*

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

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after

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award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

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date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISIO"

00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS
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1. SUBMITTED BY:

Official Name of Firm:	Valcorp Enterprises, LLC
Address:	4101 Murray Ave
	Haltom City, Texas 76117

2. SUBMITTED FOR:

Owner:	CITY OF KILLEEN
Project Name:	TERMINAL HVAC IMPROVEMENTS PHASE II – VESTIBULE UPGRADES

TYPE OF WORK:

Building, Mechanical, and Electrical
Replacement of vestibule doors at the curbside of terminal building and the operators

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:	Donald Phelps
Title:	Construction Manager
Phone:	254-421-1638
Email:	donp@valcorpenterprises.com

4. AFFILIATED COMPANIES:

Name:	N/A
Address:	

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**5. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

☒ LIMITED LIABILITY COMPANY

State of Organization: Texas

Date of Organization: 22-March-2015

Members: James Kraeuter    President

Jason Petras    Vice President

\_\_\_\_\_

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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☐ JOINT VENTURE

Sate of Organization:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

Form of Organization:

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

**6. LICENSING**

Jurisdiction:

Texas

\_\_\_\_\_

Type of License:

Texas Electrical Contractor

\_\_\_\_\_

License Number:

36186

\_\_\_\_\_

Jurisdiction:

\_\_\_\_\_

Type of License:

\_\_\_\_\_

License Number:

\_\_\_\_\_

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐ YES ☒ NO

If YES, attach as an Attachment details including where and why.

**Killeen-Fort Hood Regional Airport**  
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**7. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: SBA  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: \_\_\_\_\_  
Other ( SDVOSB ): SBA

**8. BONDING INFORMATION**

Bonding Company: American Alternative Insurance Corp  
Address: 555 College Road  
East Princeton, NJ 08543  
Bonding Agent: Assured Partners of Texas, LLC Baldwin Cox Agency  
Address: 500 N. Central Expy Ste 500  
Plano, Texas 75074  
Contact Name: Blaine Allen  
Phone: 972-644-2688  
Aggregate Bonding Capacity: \_\_\_\_\_  
Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

**9. FINANCIAL INFORMATION**

Financial Institution: Encore Bank, NA  
Address: 5960 Bershire St. Suite 1100  
Dallas, Texas 75225  
Account Manager: Jenny Johnson  
Phone: 972-746-8010  
Credit available: \$ \_\_\_\_\_



**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**11. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Donald Phelps

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

Type text here	YEAR	<u>2023</u>	EMR	<u>.930</u>
	YEAR	<u>2022</u>	EMR	<u>.930</u>
	YEAR	<u>2021</u>	EMR	<u>.930</u>
	YEAR	<u>2020</u>	EMR	<u>.930</u>
	YEAR	<u>2019</u>	EMR	<u>.930</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>          </u>	TRFR	<u>          </u>
YEAR	<u>          </u>	TRFR	<u>          </u>
YEAR	<u>          </u>	TRFR	<u>          </u>
YEAR	<u>          </u>	TRFR	<u>          </u>
YEAR	<u>          </u>	TRFR	<u>          </u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>17,730</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>45,364</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>16,975</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>4,998</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>2,678</u>

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	<u>          </u>	DART	<u>          </u>
YEAR	<u>          </u>	DART	<u>          </u>
YEAR	<u>          </u>	DART	<u>          </u>
YEAR	<u>          </u>	DART	<u>          </u>
YEAR	<u>          </u>	DART	<u>          </u>

**12. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

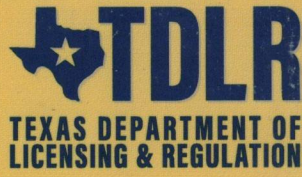
**13. ELECTRICAL EXPERIENCE:**

Provide background and experience of the Master Electrician(s) licensed in state of Texas (issued by the Texas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work.

**STATE OF TEXAS**

DONALD E PHELPS

MASTER ELECTRICIAN



LICENSE NUMBER 81454  
EXPIRES 12/17/2023

**TEXAS DEPARTMENT OF LICENSING & REGULATION**

# Donald Phelps, Construction/Project Manager

## Experience

### Construction/Project Manager

Valcorp Enterprises, LLC

Sep 2020 - Present

Responsible for scheduling, inspections, quality control, and job site safety. Schedule and supervise subcontractors, consultants, vendors, and equipment in critical path to ensure timely completion and within budget. Assist in obtaining permits or approval of revisions. Maintain daily log of activities on the job site. Maintain construction schedule, identify and solve problems. Promote job site safety and encourage safe work practices by adhering to the safety policy. Responsible for all overhead crane inspections, testing, maintenance, and worker training. Also, for all elevator inspections, testing, and maintenance. Manage all power generation projects. Active role in business development to include prime TA, JV, and PM agreements. Locating performance resources in various locations. Procurement of contracts of all types, to include maintenance and performance to sole source in the federal/state arenas. Location: Texas

### Project Manager

UST General Contracting, LLC.

Sep 2018 - Dec 2021

Responsible for scheduling, inspections, quality control, and job site safety. Schedule and supervise subcontractors, consultants, vendors, and equipment in critical path to ensure timely completion and within budget. Assist in obtaining permits or approval of revisions. Maintain daily log of activities on the job site. Maintain construction schedule, identify and solve problems. Promote job site safety and encourage safe work practices by adhering to the safety policy. Responsible for all overhead crane inspections, testing, maintenance, and worker training. Also, for all elevator inspections, testing, and maintenance. Manage all power generation projects. Perform Superintendent duties at multiple job sites simultaneously. Locations: Texas, South Carolina, Virginia, Louisiana, Oklahoma, New Mexico

### Project Manager

JP Electrical Contractors, Inc.

Nov 2009 - Nov 2018

I enjoyed delivering value to the organization by continuously streamlining construction project operations and achieving desired results. My experience in project management and the construction industry serves as a strong foundation while I'm delivering the highest quality work. I have completed every project ahead of schedule. With strong skills in SOP creation, I have standardized and strengthened aerial, crane operations, trenching, fall protection, and general safety and security. Developed through training and involvement with local IEC chapter in training personnel for their positions in our company and workforce. My many high profile and satisfied clients include the U.S. Department of Homeland Security, the U.S. Army, The University of Texas at Austin, and the U.S. Air Force.

### Project Manager/Production Manager

Cadence Contract Services, LLC

Dec 2005 - Nov 2009

I specialized in complex problems resolution and risk management. I employed my skills in project management to organize and manage resources in ways that achieved specific goals in a dynamic environment. I assisted the company to meet SBA requirements for Federal HUB Zone status. This was JOC, IDIQ, and various projects awarded through DPW on Fort Hood. Additional accomplishments include becoming a site professional for management software processes. Location: Fort Hood

### Superintendent

Advanced Electrical Systems, Inc.

Jun 2000 - Dec 2005

Managed the day-to-day operations for all Fort Hood projects to include Open End Electrical Contract IDIQ projects which involved overhead operations to include hoisting and lifting, medium voltage, and various utility work and various JOC and IDIQ projects for interior electric work and exterior electric work. Developed through training and involvement with local IEC chapter in training personnel for their positions in our company and workforce.

### Master S.O. Electrician

Tecom, Inc.

Dec 1990 - Jun 2000

Fort Hood Housing Contracts, Electrical Estimator, and Special Project Designer. Worked in field as the head electrician for maintenance, repair, and new construction. Responded to emergency classed repairs.

### SR. Electrical Maintenance Tech

Dickies WCRS

Dec 1989 - Dec 1990

Performed daily maintenance requirements for all machines and equipment in Temple Plant. Made retrofits and repairs to Milnor, Washex, Tower, and Colmac equipment. Provided boiler repair and facility maintenance, and overhead cranes to include operation, also responded to outage and equipment control failure throughout the United States.

### Journeyman Lineman, Operator

Webb Electric/Hallmark Electric

Sep 1984 - Dec 1989

Worked in field operations mainly on pole line and substation new construction, which was mostly aerial and overhead work, this also included a heavy amount of hoisting and lifting with various types of equipment as an operator and lineman. Also worked to repair storm damage on emergency line crews. Locations: Fort Hood, Florida, Middle East.

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

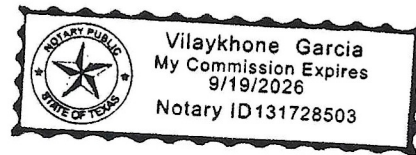
I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Valcorp Enterprises, LLC  
BY: Donald Phelps  
TITLE: Construction Manager  
DATED: 13-April-2023

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 13 DAY OF April, 2023

NOTARY PUBLIC - STATE OF Texas  
MY COMMISSION EXPIRES: 9/19/2026



**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience)\*.
2. Schedule B (Previous Experience)\*.
3. Schedule C (Major Equipment)\*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

\*Information may be provided on form attached or bidder provided form containing similar information.

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**SCHEDULE A**

**CURRENT EXPERIENCE**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Belton Paving	Name: USACE Jeffrey Phillips Address: 819 Taylor St. Fort Worth, TX 76102 Telephone: 254-760-1623	Name: Company: Telephone:	5-May-2022	Construction	Active	\$821,591.87
ARC FLASH Study	Name: USACE--Jeffrey Phillips Address: 819 Taylor St. Fort Worth, TX 76102 Telephone: 254-760-1623	Name: Company: Telephone:	18-May-2022	Electrical	Active	\$67,995.41
Cranes/Elevators/Generators	Name: USACE--Jeffrey Phillips Address: 819 Taylor St. Fort Worth, TX 76102 Telephone: 254-760-1623	Name: Company: Telephone:	19-March-2021	Maintenance	Active	\$312,892.30
Bonham Spot Cooler Rental	Name: Department of Veteran Affairs Address: 1209 E 9th St Bonham, TX 75418 Telephone:	Name: Company: Telephone:	18-June-2021	Construction	Active	\$104,054.35
Ft Hood Overhead Doors	Name: Mission and Installation Contract Command Address: 36000 Shoemaker LN Fort Hood, TX 76544 Telephone:	Name: Company: Telephone:	1-August-2022	Maintenance	Active	\$2,508,209.20
Correct Trace, Condensate Equipment	Name: Department of Veteran Affairs Address: 1201 NW 16th St Miami, FL 33125 Telephone:	Name: Company: Telephone:	16-March-2023	Maintenance	Active	\$867,920.00
B1083 Renovation	Name: NAVFAC Engineering Address: 1215 Depot Ave Fort Worth, 76127 Telephone:	Name: Company: Telephone:	23-Aug-2022	Construction	Active	\$361,734.85

# SCHEDULE B

## PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
B1191 Interior Offices N69450-18-D-4407	Name: NAVFAC South East Address: 1215 Depot Ave, NAS JRB Fort Worth, TX 76127 Telephone:	Name: Company: Telephone:	19-Aug-2019	Construction	Complete	\$48,284.05
B1838 Chapel Boiler N6945-20F2587	Name: NAVFAC South East Address: 1215 Depot Ave, NAS JRB Fort Worth, TX 76127 Telephone:	Name: Company: Telephone:	6-July-2020	HVAC	Complete	\$178,856.09
Modular Buildings for Niagra	Name: USACE Buffalo District Address: 1776 Niagra St Buffalo, New York 14207 Telephone:	Name: Company: Telephone:	27-August-2021	Construction	Complete	\$491,862.00
Federal Medical Center Swing G	Name: NAVFAC Engineering Address: 1215 Depot Ave Fort Worth, 76127 Telephone:	Name: Company: Telephone:	8-Dec-2021	Construction	Complete	\$245,780.31
Canyon Stilling Basin Fence	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	15-Nov-2021	Construction	Complete	\$152,809.80
Belton and Stillhouse Carports	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	4-Feb-2022	Construction	Complete	\$123,269.03
Cedar Ridge Road at Belton	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	1-Oct-2021	Construction	Complete	\$145,640.20



**SCHEDULE B**

**PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Canyon Lake Restrooms	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	15-Nov-2021	Construction	Complete	\$208,836.51
Granger RV Shelters	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	15-Nov-2021	Construction	Complete	\$135,658.98
Georgetown Roof	Name: USACE FW Address: 3110 FM 2271 Belton, TX 76513 Telephone:	Name: Company: Telephone:	3-Jan-2022	Construction	Complete	\$186,209.94
B1401 Restroom Addition	Name: NAVFAC Engineering Address: 1215 Depot Ave Fort Worth, 76127 Telephone:	Name: Company: Telephone:	14-Sept-2021	Construction	Complete	\$231,307.34
Sheridan Steam Trap	Name: Department of Veteran Affairs Address: 1898 Veterans Drive Sheridan, WY 82801 Telephone:	Name: Company: Telephone:	1-May-2021	Maintenance	Complete	\$114,074.00
NM Tiny Homes	Name: FWS, Division of Contracting Address: 4271 E. Pine Lodge Rd Roswell, NM 88201 Telephone:	Name: Company: Telephone:	12-Aug-2021	Construction	Complete	\$148,052.10
Grapevine Lake Security Fence	Name: USACE FW Address: 110 Fairway Dr. Grapevine, TX 76051 Telephone:	Name: Company: Telephone:	23-Sept-2021	Construction	Complete	\$110,570.99

## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

00 45 39 DBE PARTICIPATION REPORTING

**Disadvantaged Business Enterprise (DBE) Utilization**

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

☒ The Bidder is committed to a minimum 7.66% DBE utilization on this Project under the resulting Contract.

☐ The Bidder (if unable to meet the DBE goal of 7.66%) is committed to a minimum of \_\_\_\_% utilization on this Project under the resulting Contract and submits documentation demonstrating *good faith efforts*.

Name of Bidder: Valcorp Enterprises, LLC.

By: Donald Phelps, Construction Manager  
(Signature of Bidder's Representative) (Title)

Printed Name: Donald Phelps

**Note:**

**In accordance with CFR part 26.55, 60% of the value of materials or supplies purchased from a *DBE dealer* counts toward the DBE goal. Materials or supplies obtained from a *DBE manufacturer* count 100% of the cost of materials or supplies.**

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**Complete the following for each DBE Firm to be used on the Project.**

Name of Bidder's Firm:	Valcorp Enterprises
------------------------	---------------------

Name of DBE Firm:	Moe's Texas Services
Address:	2727 LBJ FREEWAY, SUITE 815
City, State, Zip:	DALLAS, TX 75234
Telephone(s):	469-607-0607
Please indicated the DBE gender: <input checked="" type="checkbox"/> Men <input type="checkbox"/> Women	Please indicate the DBE ethnicity: <input checked="" type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-Minority <input type="checkbox"/> Other
Description of Work to be performed by DBE firm:	Door Installation

The Bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 60,000.00 .

**Affirmation:**

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated value as stated above.

By: \_\_\_\_\_  
(DBE Signature) (Title)

Printed Name: \_\_\_\_\_

If the Bidder does not receive award of the Contract, any and all representation in this Participation Report shall be null and void.

**(Submit this page for each DBE subcontractor.)**

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

**Schedule of DBE Unavailability**

***Complete the following schedule if DBE goal is not met. Include DBE contractors that were contacted but unable to complete work on the Project.***

\_\_\_\_\_  
(Name of Contractor under Contract with Owner)

Name of DBE Subcontractor	Contact Person	Contact Number	Description of Work to be performed by DBE firm	Reason Unavailable

*The undersigned certifies that the above DBE(s) was/were contacted, in good faith, and the said DBE(s) was/were unable to submit an acceptable responsive bid. Failure to fill out DBE forms is a ground for rejection of the Bid. The making of a material misrepresentation is a ground for consideration for disqualification.*

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

Printed Name: \_\_\_\_\_

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**00 45 46 BIDDER CERTIFICATIONS**

**BUY AMERICAN CERTIFICATION**

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

A Bidder must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**  
(Non-building construction projects, equipment acquisition projects)

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

☒ Bidder hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

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

## Killeen-Fort Hood Regional Airport

### Terminal HVAC Improvements Phase II – Vestibule Upgrades

#### Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

12-April-2023

Date

*Donald Phelps*

Signature

Valcorp Enterprises, LLC

Company Name

Construction Manager

Title

Type text here

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

Bidder must complete the following two certification statements. The Bidder 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. Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

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

**Note:**

If Bidder is unable to certify above, Bidder 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. Bidder 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.

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

Donald Phelps      Construction Manager

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Name and Title of Signer (Please Type)

*Donald Phelps*  
\_\_\_\_\_  
Signature

12-April-2023  
\_\_\_\_\_  
Date

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATION OF NONSEGREGATED FACILITIES**

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

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

**Donald Phelps      Construction Manager**

---

Name and Title of Signer (Please Type)

*Donald Phelps*  
\_\_\_\_\_  
Signature

12-April-2023  
\_\_\_\_\_  
Date

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

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

Donald Phelps      Construction Manager

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Name and Title of Signer (Please Type)

*Donald Phelps*  
\_\_\_\_\_  
Signature

12-April-2023  
\_\_\_\_\_  
Date

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

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## SECTION II: CITY OF KILLEEN TERMS AND CONDITIONS

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**APPENDIX A**  
**CITY OF KILLEEN**  
**GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

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**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bids shall be submitted by mail, hand delivered or electronic submission to the address(s) below and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541

OR

Electronically submit bid to the OpenGov e-bidding site: (<https://procurement.opengov.com/login>)

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To

**Killeen-Fort Hood Regional Airport**  
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accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov) . All bids shall be valid for a period of ninety (90) days after the bid opening

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- ~~(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.~~
- ~~(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.~~

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- \* Falsification of information provided in bid response;
- \* Non-observance of safety requirements;
- \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- \* Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- |                       |  |
|-----------------------|--|
| * Unit price          | * Bidder's past performance                      |
| * Total Bid price     | * Demurrage charges, freight costs and mileage   |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date       | * Estimated surplus value, life expectancy       |

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- \* Product warranty
  - \* Special needs and requirements of City
  - \* Past experience with product/service
  - \* City's evaluation of the bidder's ability, financial, strength, and ethical standards
  - \* Quality of the bidder's goods or services
  - \* The extent to which the goods or services meet the municipality's needs
  - \* Results of testing samples
  - \* Conformity to specifications
  - \* Training requirements, location, etc.
  - \* Location of maintenance facility/service person; ability to provide for minimum down time
  - \* The total long-term cost to the municipality to acquire the bidder's goods or services
  - \* Reputation of bidder and of bidder goods and services
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

**11. Ex Parte Communication**

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other

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communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

**12. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**13. ~~Termination for Governmental Non Appropriations~~**

~~This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:~~

- ~~(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.~~
- ~~(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non appropriation event shall be deemed to have occurred. If a non appropriation event occurs, then: (1) City shall give lessor immediate notice of such non appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.~~

**14. Termination of Contract**

*See General Provisions for Termination of Contract.*

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~~This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.~~

**15. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**16. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council, a Councilmember's family member, as defined in Chapter 176 of LGC, relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

**Substantial Interest has the meaning defined in Chapter 171 of the Texas Local Government Code.**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**17. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**18. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**19. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**20. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance *are provided in the Special Provisions.* ~~shall be as follows:~~

~~Bodily Injury.~~

- ~~(1) — Each Occurrence — \$1,000,000~~
- ~~(2) — Annual Aggregate — \$2,000,000~~

~~Property Damage Insurance.~~

- ~~(1) — Each Occurrence — \$1,000,000~~
- ~~(2) — Annual Aggregate — \$2,000,000~~

B. ~~Comprehensive Automobile Liability.~~

~~Bodily Injury~~

- ~~(1) — Each Person — \$500,000~~
- ~~(2) — Each Accident — \$1,000,000~~

~~Property Damage~~

- ~~(1) — Each Occurrence — \$1,000,000~~

**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

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**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**24. Acknowledgement – “Boycott Energy Companies”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

**25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: Donald Phelps DATE: 12-April-2023  
PRINT NAME: Donald Phelps



# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Valcorp Enterprises, LLC

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** N/A 12-April-2023  
Signature of vendor doing business with the governmental entity Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## SECTION III: CONTRACT DOCUMENTS

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**00 51 00 NOTICE OF AWARD**

Date of Issuance:

Owner: **CITY OF KILLEEN**

Owner's Contract No.: City of Killeen Bid No. 23-32

Engineer: **GARVER**

Engineer's Project No.: 20A06081

Project: Terminal HVAC Improvements Phase II  
– Vestibule Upgrades

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [ ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

*[describe Work, alternates, or sections of Work awarded]*

The Contract price of the awarded Contract is: \$\_\_\_\_\_

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [ ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., Performance bond and Payment bond]* and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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**00 52 00 CONTRACT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Terminal HVAC Improvements Phase II – Vestibule Upgrades at Killeen-Fort Hood Regional Airport.**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by **Garver, LLC**.
- 3.02 The Owner has retained **Garver, LLC** (“Engineer”) to act as Owner’s representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Substantial Completion – 70 calendar days**
  2. Milestone 2 **Final Completion – 30 calendar days after substantial completion**

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Schedule	Liquidated Damages Cost	Allowed Construction Time
Substantial Completion	\$500.00/calendar day	70 Calendar Days

---

4.04 *Special Damages*

A. Not Used.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

**ARTICLE 6 – PAYMENT PROCEDURESSUBMITTAL AND PROCESSING OF PAYMENTS**

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

**ARTICLE 7 – INTEREST**

7.01 Not Used.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.



**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of ~~subsurface~~ conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or ~~subsurface~~ structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
  - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
  - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. Executed Contract
  2. Addenda (if any)
  3. Advertisement for Bids
  4. Instructions to Bidders
  5. Bid Form
  6. Bid Bond
  7. List of Proposed Subcontractors
  8. Wage Rates
  9. Qualification Statement
  10. General Provisions
  11. Special Provisions
  12. DBE Participation Reporting
  13. Bidders Certifications
  14. Supplemental Specifications as listed in the Table of Contents
  15. Technical Specifications as listed in the Table of Contents
  16. Drawings
  17. Performance Bond
  18. Payment Bond
  19. Certificates of Insurance
  20. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

**ARTICLE 10 – MISCELLANEOUS**

**10.01 Terms**

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

**10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.*

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**00 55 00 NOTICE TO PROCEED**

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Owner: <b>CITY OF KILLEEN</b>	Owner's Contract No.:	CITY OF KILLEEN BID NO. 23-32
Contractor:	Contractor's Project No.:	
Engineer: <b>GARVER</b>	Engineer's Project No.:	20A06081
<b>Project: TERMINAL HVAC IMPROVEMENTS PHASE II – VESTIBULE UPGRADES</b>	Effective Date of Contract:	

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_]. *see Section 80-02 of the General Provisions*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of **calendar days** to achieve Substantial Completion is 70.

Before starting any Work at the Site, Contractor must comply with the following: Provide Owner and Engineer schedule of work.

---

Owner:

\_\_\_\_\_  
Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

EJCDC® C-550, Notice to Proceed. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**00 61 13 PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**CITY OF KILLEEN**  
**Killeen-Fort Hood Regional Airport**  
**8101 S. Clear Creek Rd**  
**Killeen, Texas 76549**

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.



**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including

all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. Neither the failure of either Party to strictly enforce all of the terms of this Agreement, nor the acceptance of fees by the Owner after any breach by Contractor, nor any delay on the part of either Party to strictly enforce the provisions herein shall operate or be deemed a waiver of any rights or remedies accruing to either Party by reason of any subsequent breach.

16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

17. Modifications to this Bond are as follows: N/A

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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**00 61 16 PAYMENT BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**CITY OF KILLEEN**  
**Killeen-Fort Hood Regional Airport**  
**8101 S. Clear Creek Rd**  
**Killeen, Texas 76549**

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

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jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**16. Definitions**

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. Neither the failure of either Party to strictly enforce all of the terms of this Agreement, nor the acceptance of fees by the Owner after any breach by Contractor, nor any delay on the part of either Party to strictly enforce the provisions herein shall operate or be deemed a waiver of any rights or remedies accruing to either Party by reason of any subsequent breach.

18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

19. Modifications to this Bond are as follows: N/A

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**Killeen-Fort Hood Regional Airport**  
**Terminal HVAC Improvements Phase II – Vestibule Upgrades**

**00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	<b>CITY OF KILLEEN</b>	Owner's Contract No.:	23-32
Contractor:		Contractor's Project No.:	
Engineer:	<b>Garver</b>	Engineer's Project No.:	<b>20A06081</b>
Project:	<b>Terminal HVAC Improvements Phase II – Vestibule Upgrades</b>		

**This preliminary Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.*

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____	
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

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## SECTION IV: CONDITIONS OF THE CONTRACT

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**00 72 00 GENERAL PROVISIONS**

**SECTION 10 DEFINITION OF TERMS**

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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-01</b>	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
<b>10-02</b>	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
<b>10-03</b>	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
<b>10-03.01</b>	<b>Agreement</b>	<i>The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents. See also "Contract."</i>
<b>10-04</b>	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
<b>10-05</b>	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
<b>10-06</b>	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
<b>10-07</b>	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
<b>10-08</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
<b>10-09</b>	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
<b>10-09.01</b>	<b>Bid</b>	<i>The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the</i>

Paragraph Number	Term	Definition
		<i>provisions of the plans and specifications. See also "Proposal."</i>
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
<b>10-10.01</b>	<b>Bidding Documents</b>	<i>The Bidding Requirements, the proposed Contract Documents, and all Addenda.</i>
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded Contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, Payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. <i>See also "Agreement."</i></p>
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted

Paragraph Number	Term	Definition
		and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-30.01	Hazardous Environmental Condition	<i>The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.</i>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Paragraph Number	Term	Definition
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>City of Killeen</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the Contract, supplementary to the specifications. Plans may also be referred to as "contract drawings," or "drawings."
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. <i>See also</i> "Bid."
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-54.01	Site	<i>Has the meaning set forth in Section 4.01 of the Instructions to Bidders.</i>
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.



Paragraph Number	Term	Definition
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-63.01	Technical Data	<i>Those items expressly identified as Technical Data in the Special Provisions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site.</i>
10-63.02	Underground Facilities	<i>All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products,</i>

Paragraph Number	Term	Definition
		<i>telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.</i>
<b>10-64</b>	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
<b>10-65</b>	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
<b>10-66</b>	<b>Owner Defined terms</b>	None

**END OF SECTION 10**

## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

### 20-01 Advertisement (Notice to Bidders). See Section 00 11 00

**20-02 Qualification of bidders.** ~~See Instructions to Bidders, Article 3. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.~~

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

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

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

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

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

A prebid conference is optional on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section 00 11 00 for prebid conference details.

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

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities

involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

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

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

**20-07 Preparation of proposal.** ~~See Instructions to Bidders, Article 13. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. If so requested, the bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.~~

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

**20-08 Responsive and responsible bidder.** ~~See Instructions to Bidders, Article 3. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.~~

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

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

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

- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

**20-10 Bid guarantee.** *See Instructions to Bidders, Article 8.* ~~Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.~~

**20-11 Delivery of proposal.** *See Instructions to Bidders, Article 15.* ~~[Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.]~~

**20-12 Withdrawal or revision of proposals.** *See Instructions to Bidders, Article 16.* ~~A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner [in writing] [by fax] [by email] before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.~~

**20-13 Public opening of proposals.** *See Instructions to Bidders, Article 17.* ~~Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.~~

**20-14 Disqualification of bidders.** *See Instructions to Bidders, Article 19.* ~~A bidder shall be considered disqualified for any of the following reasons:~~

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

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

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

**20-15 Discrepancies and Omissions.** *See Instructions to Bidders, Article 5.* ~~A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than [ ] days prior to bid opening.~~

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

## END OF SECTION 20

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## SECTION 30 AWARD AND EXECUTION OF CONTRACT

**30-01 Consideration of proposals.** ~~See Instructions to Bidders, Article 19. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.~~

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

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

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

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

**30-02 Award of contract.** ~~See Instructions to Bidders, Article 19. The award of a contract, if it is to be awarded, shall be made within [ ] calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.~~

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

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

**30-04 Return of proposal guaranty.** ~~See Instructions to Bidders, Article 18. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.~~

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

**30-06 Execution of contract.** ~~See Instructions to Bidders, Article 21. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.~~

**30-07 Approval of contract.** ~~See Instructions to Bidders, Article 21. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract~~

~~to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.~~

**30-08 Failure to execute contract.** ~~See *Instructions to Bidders, Article 8.* Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.~~

**END OF SECTION 30**



## SECTION 40 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

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

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

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

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

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

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

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

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

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

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

**END OF SECTION 40**

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## SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

**50-04 List of Special Provisions.** See Special Provisions (Section 00 73 00)

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

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

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

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

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

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD Civil 3D (.dwg) and (.txt) formats.

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

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

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

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

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR 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 RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

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

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

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

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

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR 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 RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR 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 RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the



Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

**END OF SECTION 50**

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## SECTION 60 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** See Section C-105. ~~—The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.—~~

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

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

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor

shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

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

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

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

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

**END OF SECTION 60**

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## SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

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

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

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

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

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

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

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

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

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G-200 through G-208 of the project plans.

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

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

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

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

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

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

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract,



such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

*Detailed phasing information is provided in the Construction Safety and Phasing Plan.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**d.** Any damage to Fort Hood cables, access roads, or Fort Hood facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or Fort Hood facilities to Fort Hood requirements.

The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by Fort Hood.

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

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

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

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

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

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

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

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

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

**70-21 Insurance Requirements.** See *Special Provisions*.

## END OF SECTION 70



## SECTION 80 EXECUTION AND PROGRESS

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

The Contractor shall perform, with his organization, an amount of work equal to at least **25%** percent of the total contract cost.

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

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

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

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least **7 days** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least **7 days** in advance of resuming operations.

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

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule before each progress meeting, or as otherwise specified in the contract or by the engineer. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR 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 RPR 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 RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

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

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

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

**80-07 Determination and extension of contract time.** The number of calendar shall be stated in the proposal *bid for*) and contract *agreement* and shall be known as the Contract Time.

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

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

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

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

*Details of liquidated damages are included in the Contract.*

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

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

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



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

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

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

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

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

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

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

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

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

**END OF SECTION 80**

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## SECTION 90 MEASUREMENT AND PAYMENT

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

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

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

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

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

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

### MEASUREMENT AND PAYMENT TERMS

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights

Term	Description
	or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p>

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
<b>Rental Equipment</b>	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
<b>Pay Quantities</b>	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

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

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

**a.** From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

**(1)** Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

**(2)** In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

**b.** The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

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

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

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

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

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other

sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

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

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

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

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

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

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

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

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

**90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

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

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

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:



- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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**00 73 00 SPECIAL PROVISIONS**

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**SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS**

**A-01 CIVIL RIGHTS - GENERAL**

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

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

**A-02 CIVIL RIGHTS – TITLE VI ASSURANCE**

**Title VI Solicitation Notice:**

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

**Compliance with Nondiscrimination Requirements:**

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

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

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities:**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

**A-04 RIGHT TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

**A-05 SEISMIC SAFETY**

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

**A-06 ACCESS TO RECORDS AND REPORTS**

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

**A-07 BUY AMERICAN PREFERENCE**

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

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

See Section 00 45 46 "Bidder Certifications" for Contractor Buy American Certification.

**A-08 DISADVANTAGED BUSINESS ENTERPRISE**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-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 Owner 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

**A-09 ENERGY CONSERVATION REQUIREMENTS**

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

**A-10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

**A-11 TRADE RESTRICTION CERTIFICATION**

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



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

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

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

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

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

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

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

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

#### **A-12 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans,

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Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**A-13 TAX DELINQUENCY AND FELONY CONVICTIONS**

The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

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.

**A-14 COPELAND “ANTI-KICKBACK” ACT**

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

**A-15 DAVIS-BACON REQUIREMENTS**

1. Minimum Wages

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

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

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(WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and basic records

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

- (ii)
  - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon

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request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (ii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (iii) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees**

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards

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

10. Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**A-16 DISTRACTED DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA

encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

**A-17 AFFIRMATIVE ACTION REQUIREMENT**

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

**Timetables**

Goals for minority participation for each trade: 16.4%

Goals for female participation in each trade: 6.9%

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

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

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



**A-18      EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs,

especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the

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implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**A-19 PROHIBITION OF SEGREGATED FACILITIES**

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**A-20 TERMINATION OF CONTRACT**

**Termination for Convenience:**

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

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

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

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

**Termination for Default:**

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

**A-21 PROCUREMENT OF RECOVERED MATERIALS**

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

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/). Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

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

**A-22 DEBARMENT AND SUSPENSION**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT:**

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

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT:**

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

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

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

**A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

- 1. Overtime Requirements

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in



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excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

**A-24 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

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

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

**A-25 BREACH OF CONTRACT TERMS**

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

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

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

The failure of the Owner to strictly enforce all of the terms of this Agreement, nor the acceptance of fees by the Owner after any breach by Contractor, nor any delay on the part of the Owner to strictly enforce the provisions herein shall operate or be deemed a waiver of any rights or remedies accruing by Owner by reason of any subsequent breach.

**A-26 CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

**SECTION B – STATE TERMS AND CONDITIONS**

**B-01 PROHIBITION ON CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS**

Contractor's Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel Effective September 1, 2017, Contractor acknowledges, in accordance with Chapter 2270 of the Texas Government Code, that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with the City of Dallas to provide goods and services to the City. Contractor further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between City and Contractor for goods and services."

**B-02 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Contractor's Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations Effective September 1, 2017, Contractor acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Contractor does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Contractor is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Contractor further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between City and Contractor for (1) professional or consulting services subject to the Professional Services Act - Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (5) for a purchase of supplies, materials or equipment.

**B-03 PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Contractor's Acknowledgement of Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure Effective June 18, 2021, Contractor acknowledges, in accordance with Chapter 2274 of the Texas Government Code, that Contractor does not and will not engage in contracts with certain foreign-owned companies in connection with critical infrastructure during the term of any contract with the City of Killeen to provide goods and services to the City. Contractor further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Contractor for goods and services.

**B-04 PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

The Contractor must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider or when the City does not receive any bids from a company able to provide the required verification. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274

**B-05 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against energy companies as defined in Chapter 809 of the Texas Government Code.

The Contractor verifies that it:

- a) Does not boycott energy companies; and
- b) Will not boycott energy companies during the term of the contract.

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**SECTION C – LOCAL TERMS AND CONDITIONS**

**C-01 CONTRACTOR'S INSURANCE**

Contractor shall obtain insurance of the types and in the amounts described below, but in no event shall such limits be less than those required by applicable law. The insurance shall be written by insurance companies and on forms acceptable to Owner.

**Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.**

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of \$1,000,000.

C-01.4 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.5 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance in accordance with statutory limits.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.6 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.7 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.8 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.9 Agreement Subordinate and Subject to the Lease Agreement between City of Killeen and the United States Department of the Army: It is expressly understood and agreed that this Contract is subject to, subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions, and actions between the City of Killeen, Texas, and

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the United States of America and its agents including but not limited to, the United States Army, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA) and all regulations now and hereafter imposed upon the City for which the City shall not be liable to Contractor on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference and if any provision of this Contract is determined to be at variance with the same, such provision is unilaterally reformable at the City's option.

C-01.10 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractor's obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.11 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:

Michael Wilson  
Killeen-Fort Hood Regional Airport  
8101 S. Clear Creek Road, Box C  
Killeen, Texas 76549  
[MWilson@Killeentexas.gov](mailto:MWilson@Killeentexas.gov)

Garver:

Derek Mayo, P.E.  
285 SE Inner Loop  
Suite #110  
Georgetown, TX 78626  
[DWMayo@GarverUSA.com](mailto:DWMayo@GarverUSA.com)

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C-01.12 Sample Certificate of Liability Insurance:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) (must be dated)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Agency Name Agency Address  www.stephens.com		CONTACT NAME: Agency contact PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No): E-MAIL ADDRESS: Agency contact email address INSURER(S) AFFORDING COVERAGE INSURER A: Carrier Name (AM Best Rating) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
INSURED Named Insured on the policies		NAIC #				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	APPL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$ XXXXX	X X	XXXXXXXXXX Umbrella / Excess only if needed to meet the required underlying General Liability limit			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XXXXXXXXXX			<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.						
CERTIFICATE HOLDER Owner and Garver LLC			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE (must be signed by the Contractor's Insurance Agent)			

ACORD 25 (2010/05)

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**C-02 UTILITIES**

Fort Hood Environmental Dig Permit Procedures:

1. Proposed digging or excavation must have an approved FH Form 200-10 (Dig Permit) prior to any excavation of the surface of the ground or any impoundment or use of surface waters. An electronic copy of the FH Form 200-10, as well as full instructions for dig permit procedures, can be obtained through the DPW website (<https://home.army.mil/hood/index.php/units-tenants/Garrison-1/DPW/ENV/EDP>).
2. Please print and fill out the FH Form 200-10 for land excavation a minimum of 21-days (30-days recommended) prior to scheduled land excavation. Requestor shall include with his/her FH Form 200-10 a site identification map. The site identification map(s) shall:
  - a. Be digital imagery clearly indicating the exact areas of excavation
  - b. Be a maximum paper size of 8.5"x11".
  - c. Not be hand-drawn maps or maps without digital imagery
  - d. Not be full sets of plans and specifications
3. Requestor may submit the permit to the DPW Environmental Division by:
  - a. Email: DPW ENV Dig Permits email inbox ([usarmy.hood.imcom-central.mbx.dpw-env-dig-permits@mail.mil](mailto:usarmy.hood.imcom-central.mbx.dpw-env-dig-permits@mail.mil))
  - b. Hard copy forms may be hand delivered to the DPW Environmental Division office located at Building 4622, next to the S 79<sup>th</sup> Street Access Control Point (ACP), Fort Hood, Texas 76544 between the hours of 0730 and 1600.
4. With the approval of FH Form 200-10, the DPW Environmental Division will return a signed digital copy to Requestor and DPW OMD Line Locate Team simultaneously. The OMD Line Locate team will coordinate the next step of the process, which is marking of the utilities with the other utility providers on post. This utility marking process could take up to 10-days to complete. OMD will email the requestor an approved OMD-001 Line Locate form letting them know that the utilities have been marked and they can proceed with the project. **No digging can be conducted until both the 200-10 Dig Permit and the utility location and marking (OMD-001) has been completed.**
5. Line marking for land excavation form expires 14-days after utility assets have been marked. Requestor is responsible for maintaining the location markings and / or flags for the duration of the project, construction, or excavation work.
6. The requestor must hand dig within thirty-six inches (36-inches) on either side of the ground markings indicating the presence of an underground utility.
7. It is the request's responsibility to prevent any damages to marked utilities.
8. The Requestor shall maintain a copy of the approved FH Form 200-10 Dig Permit and OMD-001 on site at all times during the work.

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines,

structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

### **C-03 LEGAL HOLIDAYS**

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (19<sup>th</sup> day of June); Independence Day (July 4); Labor Day (1st Monday in September); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-05 for more information.

### **C-04 PROJECT MEETINGS AND COORDINATION**

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

### **C-05 EXTENSIONS OF TIME**

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 32° F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	7	2
February	5	1

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March	7	0
April	8	0
May	9	1
June	6	0
July	1	1
August	5	0
September	3	1
October	6	1
November	8	2
December	5	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
  - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
  - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

The Contractor shall provide notice to the Engineer each week, in the form of written letter or e-mail, to document weather and site conditions and request certain days be deemed non-conductive due to weather or site conditions. At a minimum, reports shall contain average temperature, 24 hour rainfall and information source. The notice shall be received by the Engineer's representative by the close of business of each Tuesday for the previous week of contract time. Failure to provide the written documentation by the close of business each Tuesday shall result in all seven days of the previous week being deemed conducive. These notices shall serve as justification for whether or not an extension of time is granted, if merited. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

**C-06 QUALITY ASSURANCE/MATERIALS TESTING**

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

**C-07 RECORD DOCUMENTS**

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

**C-08 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES**

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

**C-09 CONSTRUCTION WARRANTY OBSERVATION COST**

The Contractor will be responsible for all costs associated with construction observation and oversight for work related to warranty repair as described in the General Provisions.

**C-10 CONTRACTOR'S RELEASE AND AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

**C-11 SUBMITTALS**

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (\*.PDF) format and shall be legible when printed.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling

navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

#### **C-12 STORMWATER POLLUTION PREVENTION PLAN**

The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Texas Commission on Environmental Quality. It is the responsibility of the Contractor to coordinate with the Texas Commission on Environmental Quality (TCEQ) regarding the requirements for a storm water and precipitation runoff from construction activities. Contractor to coordinate with Fort Hood Environmental through Lynn Schaub 254-287-6909. This regulation is mandated by Title 40 *Code of Federal Regulations* (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to TCEQ (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting TCEQ at (512)-239-1000 and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.

#### **C-13 SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

A geotechnical investigation and soils report have been completed for the project area and are available upon request. This information can be obtained by contacting the Engineer.

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information, geotechnical reports, or hazardous environmental conditions made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

If in any case, the recommendations set forth in the reports or drawings listed above conflict with the requirements set forth in these Contract Documents, the requirements in the Contract Documents shall take precedence.

**END OF SPECIAL PROVISIONS**

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**RELEASE OF LIEN**

FROM: Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

TO: Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

\_\_\_\_\_

project.

Contractor's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

TO: Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

\_\_\_\_\_

project have been fully satisfied.

Contractor's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: \_\_\_\_\_

Surety Company: \_\_\_\_\_

By: \_\_\_\_\_  
Resident Agent, State of Texas

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## SECTION V: SUPPLEMENTAL SPECIFICATIONS

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**ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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**Contractor Safety Plan Compliance Documents**

Owner Name: City of Killeen

Airport: Killeen-Fort Hood Regional Airport

Project Description: Terminal HVAC Improvements Phase II – Vestibule Upgrades

Contractor: \_\_\_\_\_

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principal or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety and Phasing Plan.

<b>Owner:</b>	
<b>Contact: Airport Operations</b>	<b>Phone: 254-501-8750</b>
<b>Engineer: Garver</b>	
<b>Project Manager: Derek Mayo, PE, PMP</b>	<b>Phone: 503-720-8777</b>
<b>Project Engineer: James Schmitt, PE</b>	<b>Phone: 214-619-9032</b>
<b>Construction Observer:</b>	<b>Phone:</b>
<b>Contractor:</b>	
<b>Project Manager:</b>	<b>Phone:</b>
<b>Superintendent:</b>	<b>Phone:</b>
<b>Subcontractors:</b>	<b>Phone:</b>

Yes \_\_\_\_\_ No \_\_\_\_\_

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. **Section 3 – Contractor Access:** This project shall be completed in accordance with Section 3 "Contractor Access" of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. **Section 4 – Wildlife Management:** This project shall be completed in accordance with Section 4 "Wildlife Management" of the approved Construction Safety and Phasing Plan.

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Yes \_\_\_\_\_ No \_\_\_\_\_

5. **Section 5 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 5 “Foreign Object Debris (FOD) Management” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. **Section 6 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 6 “Hazardous Materials (HAZMAT) Management” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

7. **Section 7 – Notification of Construction Activities:** This project shall be completed in accordance with Section 7 “Notification of Construction Activities” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

8. **Section 8 – Inspection Requirements:** This project shall be completed in accordance with Section 8 “Inspection Requirements” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

9. **Section 9 – Underground Utilities:** This project shall be completed in accordance with Section 9 “Underground Utilities” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

10. **Section 10 – Penalties:** This project shall be completed in accordance with Section 10 “Penalties” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

11. **Section 11 – Special Conditions:** This project shall be completed in accordance with Section 11 “Special Conditions” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

12. **Section 12 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 12 “Marking and Signs for Access Routes” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

13. **Section 13 – Other Limitations on Construction:** This project shall be completed in accordance with Section 13 “Other Limitations on Construction” of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.



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Signed: \_\_\_\_\_  
Contractor's Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Contractor's Representative

**END OF ITEM SS-101**

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**ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY**

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" shall include:

1. Temporary Signs
2. Lockout/Tagout Program
3. Airport Security Requirements
4. Airport Safety Requirements

CONSTRUCTION METHODS

120-2.1 TEMPORARY SIGNS. The Contractor shall furnish, install, maintain, and remove temporary signs in accordance with details on the plans and as directed by the Engineer. All temporary signs shall be constructed in accordance with AC 150/5370-2 Operational Safety on Airports During Construction, latest edition. All work involved in the furnishing, installation, maintenance, and removal of temporary signs will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

120-2.2 LOCKOUT / TAGOUT PROGRAM. The Contractor shall submit a complete copy of an electrical energy source Lockout/Tagout Program in accordance with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, that meets the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335. Implementation of the Lockout/Tagout Program and the related safety requirements are the sole responsibility of the Contractor. All work involved in the preparation and implementation of the Lockout/Tagout Program will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

120-2.3 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

120-2.4 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

MEASUREMENT AND PAYMENT

120-3.1 Construction safety and security will not be measured for separate payment but will be considered subsidiary to the bid item C-105 "Mobilization."

**END OF ITEM SS-120**

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## SECTION VI: TECHNICAL SPECIFICATIONS

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### ITEM C-105 MOBILIZATION

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

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

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

**105-4.1 Engineer/RPR field office.** An Engineer/RPR field office is not required.

**105-4.2 Contractor's access / haul routes.** *The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.*

**120-2.1 105-4.3 Contractor's Staging Area.** *The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." In the event the Contractor forgoes corrective measures for restoring the Contractor's Staging Area at the conclusion of the project (to condition equal to or better than existing condition), an amount no less than 10% of total bid price for Item C-105 Mobilization will be returned to the Owner.*

**105-4.5 Clean-Up.** *From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.*

*Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner. In the event the Contractor forgoes corrective measures for Clean-up at the conclusion of the project (to condition equal to or better than existing condition), an amount no less than 10% of total bid price for Item C-105 Mobilization will be returned to the Owner.*

### METHOD OF MEASUREMENT

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

- a. With first pay request, 25%.

- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

**BASIS OF PAYMENT**

**105-6** Payment will be made under:

Item C-105-6.1                      Mobilization – per Lump Sum

**REFERENCES**

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

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

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

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

**END OF ITEM C-105**



SECTION 084229.32 – SLIDING AUTOMATIC ENTRANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. WORK INCLUDED: Furnish specified complete automatic aluminum door system, that has been manufactured, fabricated & installed to meet manufacturer's standards without defects, damage, or failure.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 REFERENCES

- A. AMERICAN ASSOCIATION OF AUTOMATIC DOOR MANUFACTURERS (AADM).
- B. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
  - 1. ANSI Z91.1: Safety Glazing Materials Used in Buildings – Methods of Test.
  - 2. ANSI A156.10: For Power Operated Pedestrian Doors; Sliding Doors section.
  - 3. ANSI a156.5: Standard for Auxiliary Locks and Associated Products.
- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) B221: Aluminum-Alloy Extruded Bars, Rods, Shapes and Tubes.
- D. INTERNATIONAL CONFERENCE COUNCIL / INTERNATIONAL BUILDING CODE (ICC/IBC).
- E. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101: Safety to Life from Fire in Buildings & Structures.
- F. UNDERWRITERS LABORATORY, INC. (USA & CANADA) UL 325: Electrical Door, Drapery, Gate, Louver, and Window Operations and Systems.

1.4 SUBMITTALS

- A. SHOP DRAWINGS & PRODUCT DATA: Submit drawings and product data showing layout, profiles, product components including anchorage, accessories, finish and glazing details.
- B. CLOSEOUT SUBMITTALS: Submit the following:
  - 1. Owner's Manual & Warranty document as specified herein.
  - 2. AAADM inspection compliance form completed and signed by crified AADM inspector prior to doors being placed in operation as proof of compliance with ASNI A156.10.

1.5 QUALITY ASSURANCE AND PERFORMANCE REQUIREMENTS

- A. INSTALLERS QUALIFICATIONS: Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section.

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- B. MANUFACTURER'S QUALIFICATIONS: Manufacturer to have minimum (5) five years successful experience in the fabrication of automatic doors of the type required for this project. Manufacturer capable of providing field service representation during installation, approving acceptable installer, and approving application method.
- C. CERTIFICATIONS: Automatic sliding door systems and options shall be factory certified to meet performance design criteria in accordance with the following standards:
  - 1. ANSI A156.10: For Power Operated Pedestrian Doors; Sliding Doors section.
  - 2. NFPA 101: Code for Safety to Life from Fire in Buildings & Structures.
  - 3. ETL Listed: Tested to UL 325 Standard
  - 4. ICC/IBC: Egress Section
- D. OPERATING RANGE: -30° F to 130° F (-34° C to 54° C).
- E. OPENING FORCE REQUIREMENTS FOR EMERGENCY EGRESS:
  - 1. Slide-swing panels shall require no more than 50 lbf. (222 N) of force to swing open. Slide-swing panels shall be capable of swinging out 90° from any position of slide movement.
  - 2. Slide-swing panels and swing-out sidelites shall have torsion spring designed to re-close panel if pushed open in the direction of egress.
  - 3. If power fails, slide panels can be manually slid open with no more than 15 lbf (67 N) of force.
  - 4. Units are ETL listed as an exit way and are compliant with NFPA 101.
- F. CLOSING FORCE REQUIREMENTS: Maximum force required to prevent sliding panel from closing = 28 lbf. (124.5 N) Adjustable Reversing Circuit will reopen door unit if closing path is obstructed.
- G. HEADER CAPACITY: Header shall be capable of supporting:
  - 1. Biparting: Up to 300 lbs. (136 kg) per slide panel over spans up to 16'-0" (4877mm) without intermediate supports.

**1.6 WARRANTIES**

- A. MANUFACTURER'S WARRANTY: Units to be warranted against defect in material and workmanship for a period of two years from the Date of Substantial Completion. Manufacturer's warranty is in addition to, and not a limitation of, other rights owner may have under Contract Documents.
- B. DISTRIBUTOR'S WARRANTY: One year warranty: Labor & transportation charges for defective parts replacement.

**1.7 PROJECT CONDITIONS**

- A. FIELD MEASUREMENTS: Verify actual dimensions/openings by field measurements before fabrication and record on shop drawings. Coordinate with fabrication and construction schedule to avoid construction delays.

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1.8 DELIVERY, STORAGE AND HANDLING

- A. ORDERING AND DELIVERY: Comply with factory's ordering instructions and lead time requirements. Delivery shall be in factory's original, unopened, undamaged containers with identification labels intact.
- B. STORAGE AND PROTECTION: Provide protection from exposure to harmful weather conditions and vandalism

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. HORTON AUTOMATICS, a division of Overhead Door Corporation, shall manufacture automatic sliding door(s) of type(s) and size(s) specified on plans and door schedule.
- B. MODELS:
  - 1. S2001 Belt Operator, BEA IXIO with net sliding opening of 72" for Door Type 'A'.
  - 2. S2000 Belt Operator, BEA IXIO with net sliding opening of 72" for Door Type 'B'.

2.2 EQUIPMENT

- A. MANUFACTURED DOOR UNITS: Shall include operator, header with roller track, carrier assemblies, framing, sliding door panel(s), sidelite(s), activation, safety devices and accessories required for complete installation.
  - 1. Configuration: Single Slide or Biparting
  - 2. Mounting Type:
    - a. Perimeter mounted within rough opening with sliding panel(s) sliding along sidelite(s).
    - b. Surface mounted with sliding panel(s) sliding along wall eliminating need for sidelite.
  - 3. Door Type:
    - a. Type 310: Slide-swing panel(s) 'SX' shall slide along interior side of 'SO' swing-out sidelite(s)
- B. OPERATOR: The Electric Operating Mechanism shall be HD-Slide® Series 2001 Belt Drive. Maximum current draw shall not exceed 3.15 amps. The heavy-duty operator shall be mounted and concealed within the header
  - 1. Operating force shall be accomplished through a 1/8 HP DC permanent magnet motor with heavy-duty worm gear transmission and 1800 RPM working with reinforced drive belt, attached 1/4" thick steel door hangers, and idler pulley (1/4 HP motor required for door panels weighing 500 lbs.). Drive belt to be steel reinforced nylon, 1" (25.4mm) wide. Idler pulley to be reinforced, metallic material.
  - 2. Microprocessor-based control shall include a 40-character alphanumeric display to provide ease of adjustment and comprehensive diagnostics, including error and alarm logging. All speeds, forces and time delays shall be independently adjustable. Actuating and safety sensors that provide self-monitoring are supported. Supported operating modes include 2-Way Automatic / 1-Way Exit, Full / Reduced Door Opening, and Day / Night Operation.
  - 3. Finger Safety: Strike rail of sliding panel will stop short of adjacent sidelite; resulting opening is net slide.

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4. On/Off Switch shall be supplied. When switched OFF, unit reverts to free manual operation (likewise during electrical power failure).
  - C. SECURITY AND SAFETY POWER FAIL OPTIONS:
    1. Automatic lock: Automatically locks slide function of door when in closed position. Additional power supply for autolock not acceptable.
      - a. Autolock Fail Safe: If power fails the lock disengages.
  - D. HD-SLIDE® HEADER: Shall be 6" (152mm) deep by 8" (203mm) high, heavy duty aluminum construction with removable face plate and extruded support brackets for dead load and lateral strength.
  - E. CARRIER ASSEMBLIES AND HEADER ROLLER TRACK: Carrier assemblies shall support door panels with minimum four rollers per panel. Rollers will be non-metallic high quality ball bearing wheels 2" (51mm) diameter. Anti-Derailing shall be accomplished by means of a continuous aluminum extrusion full length of slide panel travel. Overhead header roller track shall be continuous aluminum
  - F. SLIDING PANEL(S) AND SIDELITE(S): Shall be aluminum, 1-3/4" (44mm) deep with narrow stile rails. Standard bottom rail shall be 4" (102mm) tall. Sliding panels shall have concealed bottom guides to stabilize slide travel
    1. Weather-stripping: Along perimeter of sliding panel(s) and swing-out sidelite(s). Weatherstripping material captured in extruded aluminum door panel. Surface applied self-adhesive weatherstripping not acceptable. Adjustable spring-loaded double astragal weather-stripping at lead edge, double mohair at interlock rail.
    2. Standard glazing prep to be for 1/4" (6mm) glass.
  - G. BREAKOUT PANELS: Slide-swing panels can swing out minimum 90° from any position of slide movement and require no more than 50 lbf. (222 N) of force applied at the lock stile to open. Slide-swing panels and swing-out sidelites shall utilize spring loaded ball detent.
    1. Slide-swing panels and swing-out sidelites shall have torsion spring designed to re-close panel if pushed open in the direction of egress.
    2. Breakout mechanism shall provide support across full width of the door, in normal operating mode. In breakout mode, torsion assembly shall support weight of the door to minimize drop during emergency egress.
    3. Slide-swing panels shall include intermediate horizontal rail.
    4. Units with breakout feature are ETL listed as an exit away and are compliant with NFPA 101.
  - H. JAMBS/FRAME: Aluminum jamb dimensions to be: 1 3/4" (44mm) deep by 4" (102mm) wide.
    1. Threshold shall be aluminum, 1/2" (25mm) tall by 4" (102mm) wide.
  - I. HARDWARE: ANSI A156.5, Grade 1, 2-Point Locking provided and installed in strike rail shall include:
    1. Hookbolt Latch, 5/8" laminated stainless steel, latching into jamb or adjacent strike rail.
    2. 3/8" hex-bolt into breakout carrier frame.
- 2.3 RELATED EQUIPMENT
- A. BASIC SENSOR SYSTEM: Shall be 24 VDC, class II circuit and shall be adjusted and installed in compliance with ANSI A156.10. System shall include the following.
  - B. ACTIVATION SENSORS: Microwave or active infrared sensor shall be header-mounted each side of door unit for detection of traffic from each direction.

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C. THRESHOLD PRESENCE SENSORS:

1. Header mounted sensors shall provide active infrared presence detection on each side of the door unit and shall remain active throughout the entire door opening and closing cycle.
2. Hold-open beams: Two pulsed infrared photoelectric beams to be mounted in vertical rails of sidelite or in jambs. Sender/receiver arrangement parallels door opening.

2.4 RELATED WORK REQUIREMENTS

- A. ELECTRICAL: 120 VACS, 50/60 cycle, single phase, dedicated 20-amp circuit per operator. Non-North American voltages can be 240 VAC 50/60 cycle (operator must have 240-volt power supply).
- B. GLASS AND GLAZING: Glass stops, glazing vinyl and setting blocks for field glazing as per Safety Glazing standard ANSI Z97.1.2. Contractor to coordinate with glazing provider in acquisition of glass for the following:
1. 1/4" single glazed clear tempered glass for Type 'B' door, refer to drawings.
  2. 9/16" single glazed clear tempered glass for Type 'A' door, refer to drawings.

2.5 MATERIALS, FINISHES AND FABRICATION

- A. EXTRUDED ALUMINUM: ASTM B221, 6063-T5 alloy and temper, anodized:
1. Structural Header Sections: Minimum 3/16" (5 mm) thickness.
  2. Structural Frame Sections: Commercial grade.
  3. Structural Panel Sections: Commercial grade.
- B. FINISHES (for all exposed aluminum surfaces): Shall be one of the following:
1. 313-R1 Dark Bronze, 312-R1 Light Bronze, or 315-R1 Black: Architectural Class 1 Anodized Coating.
- C. PANEL CONSTRUCTION:
1. Corner block type with 3/16" steel backup plate construction, mechanically secured with minimum of four hardened steel screws. Sash consists of snap-in glass stops, snap-in glazing beads and vinyl gaskets. Gasketing material to be captured in extruded aluminum door panel.
  2. Weatherstripping material captured in extruded aluminum door panel. Door nosing weatherstrip to be spring-loaded adjustable astragal type. Surface applied self-adhesive weatherstripping not acceptable.
  3. Slide-swing doors to be supplied with adjustable glass setting block to allow for adjusting of door to meet site conditions eliminating the need for additional shims.
- D. FRAME CONSTRUCTION: Butt joints, mechanically secured by means of screws & formed aluminum brackets.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. SITE VERIFICATION OF CONDITIONS: Installer shall verify base conditions are acceptable for product installation as per manufacturer's instructions. Notify Contractor in writing of conditions

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detrimental to proper & timely completion of work. All negative conditions to be corrected in a manner acceptable to the manufacturer.

**3.2 INSTALLATION:**

- A. **GENERAL:** Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section. Install door units plumb, level and true to line, without warp or rack of frames or sash with manufacturer's prescribed tolerances. Provide support and anchor in place. Provide weather-tight construction.
- B. **ELECTRICAL:** General or electrical contractor to install all wiring to operator on a separate circuit breaker routed into header. General or electrical contractor also to install all necessary power and low voltage wiring for proper operation of associated security systems.
- C. **DISSIMILAR MATERIALS:** Comply with AAMA 101, Appendix Dissimilar Materials by separating aluminum materials and other corrodible surfaces from sources of corrosion or electrolytic action contact points.

**3.3 CLEANING, ADJUSTMENT AND PROTECTION**

- A. **CLEANING AND ADJUSTEMENT:** Remove temporary protection of adjacent work areas. Remove construction debris from construction site and legally dispose of debris. Repair or replace damaged installed products. Clean product surfaces and lubricate operating equipment for optimum condition and safety.
- B. **ADVISE CONTRACTOR:** Of precautions required through the remainder of the construction period, to ensure that doors will be without damage or deterioration (other than normal weathering) at the time of acceptance.

END OF SECTION 084229.23

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Copper building wire.
  - 2. Connectors and splices.

1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Copper building wire.
  - 2. Connectors and splices.
- B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Belden Inc.
  - 2. Cerro Wire LLC.
  - 3. Encore Wire Corporation.
  - 4. General Cable; Prysmian Group North America.
  - 5. Service Wire Co.
  - 6. Southwire Company, LLC.
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type THHN and Type THWN-2. Comply with UL 83.

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. 3M Electrical Products.
  - 2. ABB, Electrification Business.
  - 3. Hubbell Utility Solutions; Hubbell Incorporated.
  - 4. Ideal Industries, Inc.
  - 5. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
  - 6. Service Wire Co.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: One or two hole with standard barrels.
  - 3. Termination: Compression or crimp.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits:
  - 1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

### 3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.



- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Perform each of the following visual and electrical tests:
    - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    - b. Test bolted connections for high resistance using one of the following:
      - 1) A low-resistance ohmmeter.
      - 2) Calibrated torque wrench.
      - 3) Thermographic survey.
    - c. Inspect compression-applied connectors for correct cable match and indentation.
    - d. Inspect for correct identification.
    - e. Inspect cable jacket and condition.
    - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
    - g. Continuity test on each conductor and cable.

- h. Uniform resistance of parallel conductors.
- B. Cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grounding and bonding conductors.
2. Grounding and bonding bushings.
3. Grounding and bonding hubs.
4. Grounding and bonding connectors.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of product indicated.

B. Field Quality-Control Submittals:

1. Field quality-control reports.

PART 2 - PRODUCTS

2.1 GROUNDING AND BONDING CONDUCTORS

A. Equipment Grounding Conductor:

1. General Characteristics: 600 V, THHN/THWN-2 or THWN-2, copper wire or cable, green color, in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. ASTM - Bare Copper Grounding and Bonding Conductor:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. ERICO; brand of nVent Electrical plc.
  - b. Harger Lightning & Grounding; business of Harger, Inc.
2. Referenced Standards: Complying with one or more of the following:
  - a. Soft or Annealed Copper Wire: ASTM B3
  - b. Concentric-Lay Stranded Copper Conductor: ASTM B8.

**2.2 GROUNDING AND BONDING BUSHINGS**

- A. Description: Bonding bushings connect conduit fittings, tubing fittings, threaded metal conduit, and unthreaded metal conduit to metal boxes and equipment enclosures, and have one or more bonding screws intended to provide electrical continuity between bushing and enclosure. Grounding bushings have provision for connection of bonding or grounding conductor and may or may not also have bonding screws.
- B. Source Limitations: Obtain products from single manufacturer.
- C. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - 2. Listing Criteria:
    - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.
- D. UL KDER - Bonding Bushing:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ABB, Electrification Business.
    - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
    - c. Killark; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
    - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
    - e. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - 2. General Characteristics: Threaded bushing with insulated throat.

**2.3 GROUNDING AND BONDING HUBS**

- A. Description: Hubs with certified grounding or bonding locknut.
- B. Source Limitations: Obtain products from single manufacturer.
- C. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - 2. Listing Criteria:
    - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.

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D. UL KDER - Grounding and Bonding Hub:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. ABB, Electrification Business.
  - b. Burndy; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
  - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
  - e. Penn-Union Corp.; subsidiary of Nesco, Inc.
2. General Characteristics: Insulated, gasketed, watertight hub with mechanical-type wire terminal.

2.4 GROUNDING AND BONDING CONNECTORS

A. Source Limitations: Obtain products from single manufacturer.

B. Performance Criteria:

1. Regulatory Requirements:
  - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria:
  - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.

C. UL KDER - Crimped Pressure-Type Grounding and Bonding Cable Connector:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. ABB, Electrification Business.
  - b. Burndy; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - c. ILSCO.
2. General Characteristics: Crimp-and-compress connectors that bond to conductor when connector is compressed around conductor.
  - a. Copper, C and H shaped.

PART 3 - EXECUTION

3.1 SELECTION OF GROUNDING AND BONDING CONDUCTORS

- A. Conductors: Install solid conductor for 8 AWG and smaller, and stranded conductors for 6 AWG and larger unless otherwise indicated.
- B. Bonding Conductor: 4 AWG or 6 AWG, stranded conductor.
- C. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.

3.2 SELECTION OF CONNECTORS

- A. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.3 INSTALLATION

- A. Comply with manufacturer's published instructions.
- B. Special Techniques:
  - 1. Conductors:
    - a. Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
  - 2. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
    - a. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
    - b. Make connections with clean, bare metal at points of contact.
    - c. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
    - d. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
    - e. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
    - f. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
      - 1) Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate adjacent parts.
  - 3. Equipment Grounding:
    - a. Install insulated equipment grounding conductors with feeders and branch circuits.

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3.4 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with calibrated torque wrench in accordance with manufacturer's published instructions.

B. Nonconforming Work:

1. Grounding system will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective components and retest.

3.5 PROTECTION

- A. After installation, protect grounding and bonding cables and equipment from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 260526

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SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Support, anchorage, and attachment components.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
  - a. Slotted support systems, hardware, and accessories.
  - b. Clamps.
  - c. Hangers.
  - d. Sockets.
  - e. Eye nuts.
  - f. Fasteners.
  - g. Anchors.
  - h. Saddles.
  - i. Brackets.
2. Include rated capacities and furnished specialties and accessories.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ABB, Electrification Business.
    - b. Allied Tube & Conduit; Atkore International.
    - c. Flex-Strut Inc.
    - d. Haydon Corporation.
    - e. Unistrut; Atkore International.
  2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  3. Material for Channel, Fittings, and Accessories: Galvanized steel.
  4. Channel Width: Selected for applicable load criteria.

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5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - 1) Hilti, Inc.
      - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
  2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - 1) Cooper B-line; brand of Eaton, Electrical Sector.
      - 2) Empire Industries, Inc.
      - 3) Hilti, Inc.
      - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      - 5) MKT Fastening, LLC.
  3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
  6. Toggle Bolts: All steel springhead type.
  7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA NEIS 101
- B. Comply with requirements for raceways specified in Section 260533.13 "Conduits for Electrical Systems."
- C. Comply with requirements for boxes specified in Section 260533.16 "Boxes and Covers for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERM as required by NFPA 70. Minimum rod size must be 1/4 inch in diameter.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
  - 6. To Light Steel: Sheet metal screws.
  - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

END OF SECTION 260529

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SECTION 260533.13 - CONDUITS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S duct raceways and elbows.
2. Type ERMC-S duct raceways, elbows, couplings, and nipples.
3. Fittings for conduit, tubing, and cable.
4. Electrically conductive corrosion-resistant compounds for threaded conduit.
5. Solvent cements.

B. Products Installed, but Not Furnished, under This Section:

1. See Section 260553 "Identification for Electrical Systems" for electrical equipment labels.
2. Section 260519 "Low-Voltage for Electrical Power Conductors and Cables" for nonmetallic underground conduit with conductors (Type NUCC).

1.2 DEFINITIONS

A. Conduit: A structure containing one or more duct raceways.

B. Duct Raceway: A single enclosed raceway for conductors or cable.

C. Duct Bank: An arrangement of conduit providing one or more continuous duct raceways between two points.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Retain one or more of 17 subparagraphs below as needed to verify compliance of Work with Project requirements.
2. Type EMT-S duct raceways and elbows.
3. Type ERMC-S duct raceways, elbows, couplings, and nipples.
4. Fittings for conduit, tubing, and cable.
5. Electrically conductive corrosion-resistant compounds for threaded conduit.
6. Solvent cements.

1.4 INFORMATIONAL SUBMITTALS

A. Manufacturers' Published Instructions:

1. Type EMT-S duct raceways and elbows.
2. Type ERMC-S duct raceways, elbows, couplings, and nipples.
3. Fittings for conduit, tubing, and cable.
4. Electrically conductive corrosion-resistant compounds for threaded conduit.

5. Solvent cements.

## PART 2 - PRODUCTS

### 2.1 TYPE EMT-S DUCT RACEWAYS AND ELBOWS

#### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN FJMX; including UL 797.

#### B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

#### C. UL FJMX - Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Allied Tube & Conduit; Atkore International.
  - b. Calconduit; Atkore International.
  - c. Emerson Electric Co., Automation Solutions.
  - d. Western Tube; Zekelman Industries.
  - e. Wheatland Tube; Zekelman Industries.
2. Material: Steel.
3. Options:
  - a. Exterior Coating: Zinc.
  - b. Interior Coating: Zinc with organic top coating.
  - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).

### 2.2 TYPE ERM-S DUCT RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

#### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN DYIX; including UL 6.

#### B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.

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2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.
  - C. UL DYIX - Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:
    1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - a. Allied Tube & Conduit; Atkore International.
      - b. Calconduit; Atkore International.
      - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
      - d. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
      - e. Western Tube; Zekelman Industries.
      - f. Wheatland Tube; Zekelman Industries.
    2. Exterior Coating: Zinc.
    3. Options:
      - a. Interior Coating: Zinc with organic top coating.
      - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).
      - c. Colors: As indicated on Drawings.
  - D. UL DYIX - PVC-Coated-Steel Electrical Rigid Metal Conduit (ERMC-S-PVC), Elbows, Couplings, and Nipples:
    1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - a. ABB, Electrification Business.
      - b. Bluesteel Services LLC.
      - c. Calbond; Atkore International.
      - d. KorKap; Robroy Industries.
      - e. Perma-Cote; Robroy Industries.
      - f. Plasti-Bond; Robroy Industries.
    2. Options:
      - a. Exterior Coating: PVC complying with NEMA RN 1.
      - b. Interior Coating: Zinc with organic top coating.
      - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
      - d. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.
- 2.3 FITTINGS FOR CONDUIT, TUBING, AND CABLE
- A. Performance Criteria:
    1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - B. Source Quality Control:

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1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL DWTT - Fittings for Type ERM Raceways:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. ABB, Electrification Business.
  - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
  - c. Konkore Fittings; Atkore International.
  - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
  - e. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - f. Southwire Company, LLC.
  - g. Topaz Lighting & Electric.
2. Listing Criteria: UL CCN DWTT; including UL 514B.
3. Options:
  - a. Material: Steel.
  - b. Coupling Method: Compression coupling.
  - c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

D. UL FKAV - Fittings for Type EMT Duct Raceways:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. ABB, Electrification Business.
  - b. Allied Tube & Conduit; Atkore International.
  - c. Calconduit; Atkore International.
  - d. Crouse-Hinds; brand of Eaton, Electrical Sector.
  - e. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
  - f. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - g. Southwire Company, LLC.
  - h. Topaz Lighting & Electric.
2. Listing Criteria: UL CCN FKAV; including UL 514B.
3. Options:
  - a. Material: Steel.
  - b. Coupling Method: Compression coupling.
  - c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

2.4 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

A. Performance Criteria:



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1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  2. Listing Criteria: UL CCN FOIZ; including UL Subject 2419.
- B. Source Quality Control:
1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
  2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

**PART 3 - EXECUTION**

**3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of duct raceways. Consult Architect for resolution of conflicting requirements.
- B. Indoors:
1. Exposed and Subject to Physical Damage: ERMIC. Locations include the following:
    - a. Locations less than 2.5 m (8 ft) above finished floor.
    - b. Stub-ups to above suspended ceilings.
  2. Exposed and Not Subject to Physical Damage: ERMIC.
  3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  4. Damp or Wet Locations: ERMIC.
- C. Duct Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
1. ERMIC and IMC: Provide threaded-type fittings unless otherwise indicated.

**3.2 INSTALLATION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:
1. Type EMT-S: Article 358 of NFPA 70 and NECA NEIS 101.
  2. Type ERMIC-S: Article 344 of NFPA 70 and NECA NEIS 101.
  3. Expansion Fittings: NEMA FB 2.40.
- C. Special Installation Techniques:
1. General Requirements for Installation of Duct Raceways:
    - a. Complete duct raceway installation before starting conductor installation.

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- b. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft above finished floor.
  - c. Install no more than equivalent of three 90-degree bends in conduit run. Support within 12 inch of changes in direction.
  - d. Make bends in duct raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
  - e. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
  - f. Support conduit within 12 inch of enclosures to which attached.
  - g. Install duct sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed duct raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install duct sealing fittings in accordance with NFPA 70.
  - h. Install devices to seal duct raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of duct raceways at the following points:
    - 1) Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
    - 2) Conduit extending from interior to exterior of building.
    - 3) Where otherwise required by NFPA 70.
  - i. Keep duct raceways at least 6 inch away from parallel runs of flues and steam or hot-water pipes. Install horizontal duct raceway runs above water and steam piping.
  - j. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
  - k. Install pull wires in empty duct raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inch of slack at both ends of pull wire. Cap underground duct raceways designated as spare above grade alongside duct raceways in use.
  - l. Install duct raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
    - 1) Termination fittings with shoulders do not require two locknuts.
  - m. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts.
2. Types ERM:
- a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of duct raceway and fittings before making up joints. Follow compound manufacturer's published instructions.
3. Stub-ups to Above Recessed Ceilings:
- a. Provide EMT or ERM for duct raceways.

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- b. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- 4. Identification: Provide labels for conduit assemblies, duct raceways, and associated electrical equipment.
  - a. Provide warning signs.
- D. Interfaces with Other Work:
  - 1. Coordinate with Section 260529 "Hangers and Supports for Electrical Systems" for installation of conduit hangers and supports.

**3.3 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533.13

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SECTION 260533.16 - BOXES AND COVERS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Junction boxes and pull boxes.

B. Products Installed, but Not Furnished, under This Section:

1. See Section 260553 "Identification for Electrical Systems" for electrical equipment labels.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Junction boxes and pull boxes.

1.3 INFORMATIONAL SUBMITTALS

A. Manufacturers' Published Instructions:

1. Junction boxes and pull boxes.

PART 2 - PRODUCTS

2.1 JUNCTION BOXES AND PULL BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN BGUZ; including UL 50 and UL 50E.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL BGUZ - Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

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2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Appleton; Emerson Electric Co., Automation Solutions.
    - b. Hoffman; brand of nVent Electrical plc.
    - c. Hubbell Industrial Controls; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
    - d. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
    - e. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
- D. UL BGUZ - Indoor Cast-Metal Junction and Pull Boxes:
1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
  2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Crouse-Hinds; brand of Eaton, Electrical Sector.
    - b. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
- E. UL BGUZ - Outdoor Sheet Metal Junction and Pull Boxes:
1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
  2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Cooper B-line; brand of Eaton, Electrical Sector.
    - b. Hoffman; brand of nVent Electrical plc.
    - c. Hubbell Industrial Controls; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
    - d. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
    - e. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
  3. Options:
    - a. Degree of Protection: Type 3R.
- F. UL BGUZ - Outdoor Cast-Metal Junction and Pull Boxes:
1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

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2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Crouse-Hinds; brand of Eaton, Electrical Sector.
  - b. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
3. Options:
  - a. Degree of Protection: Type 3R.

**PART 3 - EXECUTION**

**3.1 SELECTION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS**

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  1. Outdoors:
    - a. Type 3R unless otherwise indicated.
  2. Indoors:
    - a. Type 1 unless otherwise indicated.
- C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:
  1. Provide cast-metal boxes.
  2. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

**3.2 INSTALLATION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS**

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:
  1. Outlet, Device, Pull, and Junction Boxes: Article 314 of NFPA 70.
- C. Special Installation Techniques:
  1. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.

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2. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
3. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
4. Locate boxes so that cover or plate will not span different building finishes.
5. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
6. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
7. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
8. Set metal floor boxes level and flush with finished floor surface.
9. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
10. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:
  - a. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
  - b. Provide gaskets for wallplates and covers.
11. Identification: Provide labels for boxes and associated electrical equipment.
  - a. Identify field-installed conductors, interconnecting wiring, and components.
  - b. Provide warning signs.
  - c. Label each box with engraved metal or laminated-plastic nameplate.

**3.3 CLEANING**

- A. Remove construction dust and debris from boxes before installing wallplates, covers, and hoods.

**3.4 PROTECTION**

- A. After installation, protect boxes from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 260533.16



SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Labels.
  - 2. Bands and tubes.
  - 3. Tapes and stencils.
  - 4. Signs.
  - 5. Cable ties.
  - 6. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Labels.
  - 2. Bands and tubes.
  - 3. Tapes and stencils.
  - 4. Signs.
  - 5. Cable ties.
  - 6. Miscellaneous identification products.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: For each piece of electrical equipment and electrical system components to be index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with 29 CFR 1910.144 for color identification of hazards; 29 CFR 1910.145 for danger, caution, warning, and safety instruction signs and tags; and the following:
  - 1. Ceiling-mounted hangers, supports, cable trays, and raceways must be finished, painted, or suitably marked safety yellow where less than 7.7 ft above finished floor.
- C. Signs, labels, and tags required for personnel safety must comply with the following standards:
  - 1. Safety Colors: NEMA Z535.1.
  - 2. Facility Safety Signs: NEMA Z535.2.
  - 3. Safety Symbols: NEMA Z535.3.

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4. Product Safety Signs and Labels: NEMA Z535.4.
  5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.
- D. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.

**2.2 COLOR AND LEGEND REQUIREMENTS**

- A. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded branch-circuit conductors.
1. Color must be factory applied or field applied for sizes larger than 8 AWG if authorities having jurisdiction permit.
  2. Colors for 120 V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
  3. Color for Neutral: White.
  4. Color for Equipment Grounds: Green.
- B. Warning Label Colors:
1. Identify system voltage with black letters on orange background.
- C. Equipment Identification Labels:
1. Black letters on white field.

**2.3 LABELS**

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Champion America.
    - c. Grafoplast Wire Markers.
    - d. HellermannTyton.
    - e. LEM Products Inc.
    - f. Marking Services Inc.
    - g. Panduit Corp.
    - h. Seton Identification Products; a Brady Corporation company.
    - i. emedco.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

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1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Brady Corporation.
  - b. HellermannTyton.
  - c. Marking Services Inc.
  - d. Panduit Corp.
- C. Self-Adhesive Wraparound Labels: Preprinted, 3 mil thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Brother International Corporation.
    - c. Grafoplast Wire Markers.
    - d. Ideal Industries, Inc.
    - e. LEM Products Inc.
    - f. Marking Services Inc.
    - g. Panduit Corp.
    - h. Seton Identification Products; a Brady Corporation company.
    - i. emedco.
  2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
  3. Marker for Labels:
    - a. Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3 mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Brother International Corporation.
    - c. Grafoplast Wire Markers.
    - d. HellermannTyton.
    - e. Ideal Industries, Inc.
    - f. LEM Products Inc.
    - g. Marking Services Inc.
    - h. Panduit Corp.
    - i. emedco.
  2. Minimum Nominal Size:
    - a. 1-1/2 by 6 inch for raceway and conductors.
    - b. 3-1/2 by 5 inch for equipment.
    - c. As required by authorities having jurisdiction.

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**2.4 BANDS AND TUBES**

- A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inch long, with diameters sized to suit diameters and that stay in place by gripping action.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. HellermannTyton.
    - c. Marking Services Inc.
    - d. Panduit Corp.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at maximum of 200 deg F. Comply with UL 224.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Panduit Corp.

**2.5 TAPES AND STENCILS**

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Carlton Industries, LP.
    - c. Champion America.
    - d. HellermannTyton.
    - e. Ideal Industries, Inc.
    - f. Marking Services Inc.
    - g. Panduit Corp.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inch wide; compounded for outdoor use.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Carlton Industries, LP.
    - c. Marking Services Inc.
    - d. emedco.

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- C. Tape and Stencil: 4 inch wide black stripes on 10 inch centers placed diagonally over orange background and are 12 inch wide. Stop stripes at legends.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. HellermannTyton.
  - b. LEM Products Inc.
  - c. Marking Services Inc.
  - d. Pipemarker.com; Brimar Industries, Inc.
  - e. Seton Identification Products; a Brady Corporation company.

2.6 SIGNS

A. Baked-Enamel Signs:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Carlton Industries, LP.
  - b. Champion America.
  - c. Marking Services Inc.
  - d. emedco.
- 2. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
- 3. 1/4 inch grommets in corners for mounting.
- 4. Nominal Size: 7 by 10 inch.

B. Metal-Backed Butyrate Signs:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Brady Corporation.
  - b. Champion America.
  - c. Marking Services Inc.
  - d. emedco.
- 2. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396 inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
- 3. 1/4 inch grommets in corners for mounting.
- 4. Nominal Size: 10 by 14 inch.

C. Laminated Acrylic or Melamine Plastic Signs:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

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- a. Brady Corporation.
  - b. Carlton Industries, LP.
  - c. Marking Services Inc.
  - d. emedco.
2. Engraved legend.
3. Thickness:
  - a. For signs up to 20 sq. inch, minimum 1/16 inch thick.
  - b. For signs larger than 20 sq. inch, 1/8 inch thick.
  - c. Engraved legend with black letters on white face.
  - d. Self-adhesive.
  - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

**2.7 CABLE TIES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  1. HellermannTyton.
  2. Ideal Industries, Inc.
  3. Marking Services Inc.
  4. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  1. Minimum Width: 3/16 inch.
  2. Tensile Strength at 73 deg F in accordance with ASTM D638: 12,000 psi.
  3. Temperature Range: Minus 40 to plus 185 deg F.
  4. Color: Black, except where used for color-coding.
- C. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  1. Minimum Width: 3/16 inch.
  2. Tensile Strength at 73 deg F in accordance with ASTM D638: 12,000 psi.
  3. Temperature Range: Minus 40 to plus 185 deg F.
  4. Color: Black.

**2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS**

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Vinyl Wraparound Labels:
  - 1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.
  - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.
- I. Snap-Around Labels: Secure tight to surface at location with high visibility and accessibility.
- J. Self-Adhesive Wraparound Labels: Secure tight to surface at location with high visibility and accessibility.
- K. Self-Adhesive Labels:
  - 1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  - 2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high label; where two lines of text are required, use labels 2 inch high.
- L. Snap-Around Color-Coding Bands: Secure tight to surface at location with high visibility and accessibility.

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- M. Heat-Shrink, Preprinted Tubes: Secure tight to surface at location with high visibility and accessibility.
- N. Marker Tapes: Secure tight to surface at location with high visibility and accessibility.
- O. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.
  - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- P. Baked-Enamel Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
  - 2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on minimum 1-1/2 inch high sign; where two lines of text are required, use signs minimum 2 inch high.
- Q. Metal-Backed Butyrate Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
  - 2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high sign; where two lines of text are required, use labels 2 inch high.
- R. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
  - 2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high sign; where two lines of text are required, use labels 2 inch high.
- S. Cable Ties: General purpose, for attaching tags, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.

**3.3 IDENTIFICATION SCHEDULE**

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Power-Circuit Conductor Identification, 1000 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels, self-adhesive wraparound labels, snap-around labels, snap-around color-coding bands, or self-adhesive vinyl tape to identify phase.
  - 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50 ft maximum intervals in straight runs, and at 25 ft maximum intervals in congested areas.



- D. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive labels, baked-enamel warning signs, or metal-backed, butyrate warning signs.
  - 1. Apply to exterior of door, cover, or other access.
- E. Equipment Identification Labels:
  - 1. Indoor Equipment: Self-adhesive label, baked-enamel signs, metal-backed butyrate signs, or laminated acrylic or melamine plastic sign.
  - 2. Equipment to Be Labeled:
    - a. Enclosures and electrical cabinets.

END OF SECTION 260553

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