

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

INVITATION TO BID

PROJECT DESCRIPTION: **RUNWAY 3-21 AND TAXIWAY A PAVEMENT REPAIRS**
BID DUE DATE: **June 10th, 2025, 2:00 PM Local Time**

Sealed bids will be received by the **Charlottesville Albemarle Airport Authority**, at 100 Bowen Loop, Suite 200, Charlottesville, VA 22911, until 2:00 PM (local time), on the bid date. Electronic submissions will be allowed and can be emailed to Jason Devillier at jdevillier@gocho.com . On the bid date at 2:30 PM, all bids will be publicly opened and read aloud.

ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

The proposed Work includes the following:

Asphalt mill and overlay patching of damaged runway areas and the sealing of cracks at Charlottesville Albemarle Airport. Work will also include rubber removal on the runway and remarking painted surfaces.

Anticipated Schedule:

DATE	EVENT
May 19 th , 2025	Date of issue of the Solicitation
May 27 th , 2025	Virtual Pre-Proposal Meeting – 01:00 AM Attendance is not mandatory
June 4 th , 2025	Last day for submitting written inquiries (2:00 P.M. Eastern Time)
June 6 th , 2025	Response to Questions
June 10 th , 2025	Submission Deadline (2:00 P.M. Eastern Time)

Bidder Qualifications:

Bidder shall be a licensed contractor experienced in pavement rehabilitation and crack sealing.

A non-mandatory Pre-Bid Conference for this project will be held on **May 27th, 2025, at 1:00 PM** (local time) via Microsoft Teams Video. Please email the Project Manager, Raymond Yankey, PE, at Raymond.Yankey@rsandh.com to receive the Microsoft Teams link for the virtual meeting.

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Proposal, Plans, General Provisions, Technical Specifications, Contract Forms, and all requirements of the project. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid. The Authority reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Authority to be in its best interest. Any and all proposals as submitted herein are subject to further negotiation at the option of the Authority. No contract or agreement of any kind arising out of this proposal and/or negotiations shall be binding or valid against the Authority, its department, officers, employees, or agents unless such contract or agreement is in writing, has been authorized by the Charlottesville-Albemarle Airport Authority, and signed by the Airport Director or his designee.

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that 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.

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

INSTRUCTIONS TO BIDDERS

I. GENERAL

A. Compliance with Law

1. The Bidder covenants and agrees that he/she and his/her agents and employees will comply with all municipal, state, and federal laws, applicable national and local codes, County rules and regulations applicable to the work to be conducted under this Agreement and that he/she shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. County rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, County rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility.
2. Bidder certifies that all material, equipment, etc., contained in his/her proposal meets all OSHA requirements.

B. General Bond Requirements:

1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of five percent (5%) of the total amount bid, made payable to Charlottesville-Albemarle Airport Authority. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.
2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within fifteen (15) calendar days after the date of the Notice of Award and Acceptance of the proposal.
3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.

C. Insurance Requirements:

1. Insurance requirements shall be as specified in Special Conditions, Section 2, herein.

II. NONDISCRIMINATION

- A.** The Equal Employment Opportunity Report Statement, Certification of Nonsegregated Facilities, Equal Opportunity Clause, and all other EEO requirements shall be included in all

nonexempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No Subcontract shall be awarded to a noncomplying Subcontractor.

- B. Affirmative Action: If the Contract is an aviation-related activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.
- C. In addition, the Bidder will also insert in each of his/her subcontracts a clause requiring the Subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

III. QUALIFICATION OF BIDDERS

- A. Qualification of Bidders shall be as described in the Proposal Forms herein.

IV. EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a proposal, each Bidder shall examine and thoroughly familiarize themselves with all existing conditions, including all applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the project site, examine the grounds and all existing buildings, utilities, pavements, and systems, and shall ascertain all conditions that will in any manner affect work. Bidders shall ask the Architect/Engineer, in writing, for any additional information deemed necessary for them to be fully informed as to exactly what is to be expected prior to submitting a proposal.
- B. The Owner will make available during normal business hours, at its offices, record documents and drawings pertaining to Charlottesville Albemarle Airport. These record documents and drawings shall not be considered a part of the Contract Documents. Record documents and drawings have been maintained by the Owner solely for the Owner's own benefit, and do not necessarily indicate all existing conditions fully or accurately. Bidders shall be solely responsible for all assumptions made in reliance upon record documents and drawings.

V. INTERPRETATIONS

- A. Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a proposal. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event, not later than seven days prior to receipt of bid, notify the Architect/Engineer in writing who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Architect/Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All written technical inquiries shall be directed to RS&H, Inc., 2600 Park Tower Drive, Suite 101, Vienna, Virginia

22180, Attention Raymond Yankey, Raymond.Yankey@rsandh.com, (703) 609-9970. No allowance will be made after proposals are received for oversight by Bidder.

VI. SUBSTITUTIONS

- A.** The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. The Contractor is responsible for assuring that all supplies, Subcontractors, and vendors conform to the Contract requirements.
- B.** No substitution will be considered prior to receipt of bids unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the receipt of bids. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect/Engineer's decision of approval or disapproval of a proposed substitution is final.

In making requests for substitutions, the Bidder shall list the particular system, product, or material he/she wishes to substitute, and the justification for such a request. Request submitted shall include any and all adjustments of that and any other work affected thereby.

- C.** If the Architect/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.
- D.** No substitutions will be considered after the receipt of bids except as specifically provided for in the Contract Documents.

VII. PREPARATION AND SUBMISSION OF PROPOSAL

- A.** Sealed proposals for the construction of the project generally described will be received until the time and date stated in the "Invitation to Bid."
- B.** The proposal shall be on the "Proposal Forms" provided; no other forms are acceptable.
- C.** Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of work in a manner acceptable to the Architect/Engineer and Owner.
- D.** Each proposal submitted shall be placed in a sealed opaque envelope plainly marked with the project numbers, 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, shall be enclosed in an additional envelope, and sent by registered mail with return receipt requested. The Owner will in no way be responsible for delays caused by the U.S. Postal service or any other deliverer of the proposal, or for delay caused by any other occurrence. No proposal will be considered unless received on or before the time and at the place designated in the "Invitation to Bid." Proposals received after the specified opening time shall be returned to the Bidder unopened. The envelope shall contain the signed original.
- E.** The Bidder must submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated.

- F.** Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in ink by an official of the firm submitting the proposal.
- G.** Erasures or other changes in a proposal shall be explained or noted over the signature of the Bidder.
- H.** Proposals containing reservations, conditions, omissions, unexplained erasures or alternations, items not required in the bid or irregularities of any kind may be rejected by the Owner.
- I.** Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.
- J.** A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- K.** A proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the proposal shall be typed or printed below the signature.
- L.** When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished for the Owner's records.
- M.** The Bidder must supply all information required.
- N.** The proposal must be accompanied by a Proposal Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner in an amount equal to not less than five percent (5%) of the bid. If a Bidder withdraws its proposal within **120 days** from the date on which bids are opened, or if a Bidder is awarded the Contract but fails, refuses, or neglects to execute the Contract or to furnish acceptable and required Certificates of Insurance, and Payment and Performance Bonds within 15 days after receipt of written Notice of Award and Acceptance, then the amount of this bond or check shall be paid to or retained by the Owner as liquidated damages.

END OF SECTION

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

PROPOSAL FORM

TO: Charlottesville-Albemarle Airport Authority Board
 100 Bowen Loop, Suite 200
 Charlottesville, Virginia 22911

PROJECT: **RUNWAY 3-21 AND TAXIWAY A PAVEMENT MAINTENANCE**

AIRPORT'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

_____ Jason Devillier (Name)	_____ (434) 973-8342 (Telephone Number)
------------------------------------	---

BIDDER: _____

BIDDER'S
ADDRESS: _____

DATE: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

_____ (Name)	_____ (Telephone Number)
-----------------	-----------------------------

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons, or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no member of the surety, partner for copartners or a firm, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this Contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that he has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

The undersigned hereby declares, as Bidder, that this Proposal is made on the behalf of

_____ (CONTRACTOR)

and no others without collusion on the part of any person, firm or corporation, that he/she has examined the site of the Work, the Plans, Specifications and Form of Agreement and materials related thereto, and he/she proposes and agrees that if his/her bid as submitted in the attached Proposal schedule be accepted he/she will enter into a Contract to perform all the Work required and to complete the same within the stipulated time; and that the Bidder will accept in full payment therefore the prices named in said Proposal schedule. Said prices are to include, and cover the furnishing of all materials, except as otherwise provided in the Specifications, the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction; and the performance and completion of all the Work in the manner set forth, described, and shown in the Specifications or on the drawings for the Work and in the form of agreement.

Enclosed herewith is the Proposal Guaranty in the form specified in Section 20 of the General Provisions which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he/she will, within 15 days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 30 of the General Provisions; and that upon his/her failure or refusal to do so, the Proposal Guaranty accompanying his/her bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he/she has received the following Addenda:

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

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

BID PRICING

Having carefully examined the Specifications and Drawings for the Runway 3-21 and Taxiway A Pavement Maintenance Project located at Charlottesville Albemarle Airport in Charlottesville, Virginia as well the premises and conditions affecting the work, _____ proposes to furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work covered by this proposal within the time stated, in accordance with the Drawings and Specifications and requirements pertaining thereto for the following:

Runway 3-21 and Taxiway A Pavement Maintenance:

To provide preventative pavement maintenance on the Runway, Taxiway, and Taxiway Connectors at Charlottesville Albemarle Airport and all accessories complete as described in the drawings and specifications.

_____ Dollars

(\$ _____)

SIGNATURE ACKNOWLEDGES THAT: (Check One)

_____ Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read the Airport's Purchasing Policies and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF _____)

COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed:_____

Subscribed and sworn to before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

PROPOSAL GUARANTY

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, _____, as Principal, and firmly bound unto the Charlottesville-Albemarle Airport Authority Board in the sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Proposal of _____ dollars (\$ _____) for the improvement of Charlottesville Albemarle Airport for a period of one hundred and twenty (120) days after the date on which the bids are opened; and

2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the Charlottesville-Albemarle Airport Authority Board, within fifteen (15) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in full force and the full amount of this Proposal Bond shall be paid to the Charlottesville-Albemarle Airport Authority Board as stipulated herein as liquidated damages.

Signed this ____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

Principal

THE PERSON SIGNING FOR THE
PRINCIPAL SHALL, IN HIS/HER OWN
HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS/HER OWN NAME AND HIS/HER TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

By: _____

Title

(Affix Surety's Corporate Seal)

Surety

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn, deposes and says that he/she is a duly authorized (resident) (non-resident) insurance
agent, properly licensed under the laws of the State of _____,
and the Commonwealth of Virginia, to represent _____
of _____, a company authorized to make corporate surety bonds under the laws of
the Commonwealth of Virginia (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____
(U.S. \$ _____) on behalf of _____
To the Charlottesville-Albemarle Airport Authority Board covering the construction of the **Runway 3-21
and Taxiway A Pavement Maintenance** project.

Said _____ Further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the Commonwealth of
Virginia.

COUNTERSIGNED:

SURETY

Virginia Resident Agent

Attorney-in-fact

Address of Resident Agent

Acknowledgement for Attorney-in-fact

Address of Bond Company

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

Phone Number

Notary Public, State of _____

My Commission Expires: _____

Fax Number

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORT STATEMENT
as Required by 41 CFR 60-1.7 (b)**

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

1. The Bidder (proposer) has () has not () developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has () has not () participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
3. The Bidder (proposer) has () has not () filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has () has not () submitted all compliance reports in connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of subcontracts.
5. The Bidder (Proposer) does () does not () employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he/she may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

(Name of Bidder)

By: _____
Signature*

Title: _____

Date: _____

*Must be same signature on Bid Proposal

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;

2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Charlottesville Albemarle Airport Authority Board or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

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

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
County, _____.

My commission expires:

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT

BIDDER'S QUALIFICATIONS

Bidders shall be a licensed contractor in the State of Virginia. Additionally, in accordance with Federal Aviation Administration (FAA) General Provision 20-02 Prequalification of Bidders, each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. This bidder may submit any additional information he desires.

1. Projects applied for: _____
2. Name of Bidder: _____
3. Date Submitted: _____
4. Bid Numbers: _____
5. Date of Opening: _____
6. Submitted by: ☐ Individual ☐ Corporation ☐ Partnership
7. Principal Office Address: _____

8. Office Phone: _____
9. (Corporation Only)
Date of Incorporation: _____

State: _____

Capitalisation (paid in rash): _____

Virginia Business License Number: _____

Officers

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

10. (Partnership Only)

Date of Organization: _____

Type: ☐ (General) ☐ (Limited)

Partnership

Name: _____

Address: _____

Name: _____

Address: _____

Virginia Business License Number: _____

11. Attach evidence of SCC registration, contractors licenses, business licenses, and FEIN.

12. How many years has your organization been in business as a contractor under your present business name?

13. How many years' experience in this type of construction work has your organization had?

a. As a prime contractor? _____

b. As a sub-contractor? _____

14. If any part of the work is sublet, will you require a bond from sub-contractor?

☐ (Yes)

☐ (No)

15. State approximately the largest amount of work you have done in any one calendar year

a. As a prime contractor? _____

b. As a sub-contractor? _____

16. Have you ever failed to complete any work awarded to you?

☐ (Yes)

☐ (No)

If yes, state where and why.

17. Have you or any officer or partner of your Organization ever been a partner or officer of some other contracting organization?

☐ (Yes)

☐ (No)

If YES, give the following information for each individual:

Name of Individual	Position	Name of Organization

18. Have you or has any director, officer, partner, general manager or any person otherwise active in the management of your organization ever been a director, officer, partner, general manager, or otherwise active in this management of some other (existing or defunct) organization during a time when such organization defaulted on a contract, either as a prime contractor or as a sub-contractor?

☐ (Yes)

☐ (No)

If YES, state circumstances (use extra sheet, if necessary).

19. List Contracts with a construction value over \$2 million completed within the last 2 years.
(Attach additional sheets as necessary).

Contract	Amount	% Complete

20. List uncompleted contracts with a construction value over \$2 million completed held by you at present. (Attach additional sheets as necessary).

Contract	Amount	% Complete

21. What are the largest airport related projects your organization has completed?

Contract Amount	Class of Work	Date Completed	For Whom	References
				Name
				Address
				Tel:
				Email:
				Name
				Address
				Tel:
				Email:

I/we hereby certify that the statements of fact contained herein are correct to the best of my/our knowledge and belief; and that the statement entitled "Financial Position" presents fairly the financial position of the enterprise. I/we understand that if I/we knowingly make any false statements herein I am/we are subject to such penalties as may be prescribed by law or ordinance. Any depository, vendor, reference, or other agency named herein is authorized to supply the holder with any information necessary to verify this statement.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of two (2) officials (either president or vice-president and secretary or treasurer)	Firm or Corporate Name	
	Signature	Title
	Signature	Title
Date of Signing	Signature	Title

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

BID FORM

Airport: Charlottesville Albemarle Airport
Project: Runway 3-21 and Taxiway A Pavement Maintenance

RFQ No.: [TBD]
RS&H Project No.: 1054-1892-013

Item No.	Item Description and Unit Price Bid in Words	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
1	SAFETY AND SECURITY at _____ dollars _____ cents	1	LSUM	\$ _____	\$ _____
2	MOBILIZATION at _____ dollars _____ cents	1	LSUM	\$ _____	\$ _____
3	ROUTE AND SEAL CRACKS WIDER THAN 1/4" at _____ dollars _____ cents	66,667	LF	\$ _____	\$ _____
3	WIDEN, ROUTE, AND SEAL CRACKS LESS THAN 1/4" at _____ dollars _____ cents	33,333	LF	\$ _____	\$ _____
4	REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES at _____ dollars _____ cents	225,000	SF	\$ _____	\$ _____
5	COLD MILLING - 2" at _____ dollars _____ cents	100	SY	\$ _____	\$ _____
6	SM-12.5D BITUMINOUS SURFACE AND BASE COURSE at _____ dollars _____ cents	20	TON	\$ _____	\$ _____
7	EMULSIFIED TACK COAT at _____ dollars _____ cents	20	GAL	\$ _____	\$ _____

8	FULL APPLICATION, MARKINS (WHITE), WITH REFLECTIVE MEDIA	76,974	SF	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				
9	FULL APPLICATION, MARKINGS (YELLOW), WITH REFLECTIVE MEDIA	23,830	SF	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				
10	FULL APPLICATION, MARKINGS (RED), WITH REFLECTIVE MEDIA	1,760	SF	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				
11	FULL APPLICATION, MARKINGS (BLACK), WITHOUT REFLECTIVE MEDIA	46,142	SF	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				
12	REFLECTIVE MEDIA	7,482	LB	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				
13	GROOVING	80	SY	\$ _____	\$ _____
	at _____ dollars				
	_____ cents				

SUMMARY

TOTAL AMOUNT OF BASE BID (IN WORDS)

dollars

cents

Total Base Bid in Numbers \$ _____

LINE ITEM PRICING

1 - SAFETY AND SECURITY

Total Cost \$

2 - MOBILIZATION

Total Cost \$ _____

3 - ROUTE AND SEAL CRACKS WIDER THAN 1/4"

Total Cost \$ _____

4 - WIDEN, ROUTE, AND SEAL CRACKS LESS THAN 1/4'

Total Cost \$ _____

5 - REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES

Total Cost \$ _____

6 - COLD MILLING - 2'

Total Cost \$ _____

7 - SM-12.5D BITUMINOUS SURFACE AND BASE COURSE

Total Cost \$ _____

8 - EMULSIFIED TACK COAT

Total Cost \$ _____

9 - FULL APPLICATION, MARKINS (WHITE), WITH REFLECTIVE MEDL.

Total Cost \$ _____

10 - FULL APPLICATION, MARKINGS (YELLOW), WITH REFLECTIVE MEDI.

Total Cost \$ _____

11 - FULL APPLICATION, MARKINGS (RED), WITH REFLECTIVE MEDL

Total Cost \$ _____

12 - FULL APPLICATION, MARKINGS (BLACK), WITHOUT REFLECTIVE MEDIUM

Total Cost \$ _____

13 - REFLECTIVE MEDIA

Total Cost \$ _____

14 - GROOVING

Total Cost \$ _____

Name of Bidder (Typed or Printed):

Signature of Bidder (Same as Proposal Form): _____

Title: _____

END OF BID FORM

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

CONSTRUCTION CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between

Charlottesville-Albemarle Airport Authority Board
Charlottesville, Virginia

hereinafter referred to as the "OWNER" and _____
hereinafter referred to as the "CONTRACTOR," witnesseth:

That for and in consideration of the payment in the amount of \$_____ to be made in accordance with the price stipulated in the Proposal of the Contractor, attached, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct the certain project designated as:

Project Name: **RUNWAY 3-21 AND TAXIWAY A PAVEMENT MAINTENANCE**
Project Location: **Charlottesville Albemarle Airport – Charlottesville, Virginia**

more specifically described in the Contract Documents and the Construction Plans, being attached hereto as fully as though copies in full herein, to the satisfaction of the project Owner and, in case the United States Government is participating in any portion of the cost of the Work, the Work shall also be subject to inspection and approval at all times by the appropriate federal agencies.

The Contractor agrees, for the consideration set forth in his/her Proposal for the Base Bid, to begin work within ten (10) calendar days after a Notice to Proceed is issued by the Owner and to complete the Work within the schedule indicated on the plans. If the Contractor shall fail to complete the Work within the time limit herein specified, he/she shall pay to the Owner, as liquidated damages, and not in the nature of a penalty, the sum of **\$2,500 for each calendar day delayed beyond the overall contract time of 40 days**. It is understood and agreed between the parties hereto that the said sum fixed as liquidated damages is reasonable in amount, considering the damages that the Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

The Contractor agrees that he/she 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; obtain at his/her expense all necessary permits; and shall protect, indemnify, and defend the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation or any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the Owner agrees to pay for the Work at the prices stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this ____ day of _____, 20____.

FOR THE OWNER:

FOR THE CONTRACTOR:

**Charlottesville-Albemarle Airport Authority
Board**

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

_____, Secretary

By: _____
(Signature)

(
_____) *(Seal)
(Company Name)

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

(Signature)

* Contractor must indicate whether Corporation, Partnership, Company or Individual.

The person signing shall in his/her own handwriting sign the principal's name, his/her own name, and his/her title. Where the person signing for a corporation is other than the President or Vice President, he/she must, by affidavit, as contained herein show his/her authority to bind the corporation.

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

PAYMENT BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the **Charlottesville-Albemarle
Airport Authority Board** as obligee, hereinafter called the **Owner**, in the amount of _____ dollars
(\$ _____) for the payment of which Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a
Contract with Owner for the improvement of Charlottesville Albemarle Airport in accordance with all of
the Contract Documents listed in the General Provisions, Section 10 prepared for the **Charlottesville-
Albemarle Airport Authority Board**, which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract:

NOW THEREFORE, the condition of the above obligation is such that if the Contractor shall promptly
make payments to all persons supplying labor, material, and supplies used directly or indirectly by the
Contractor, or Subcontractor(s), in the prosecution of the Work provided for in said Contract, then this
obligation shall be void, otherwise, the same shall remain in full force and effect.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract, including the Plans and Specifications, therefore, shall not affect the obligation of said Surety
under this Bond.

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

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY, OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HAND-
WRITING, SIGN THE PRINCIPAL'S NAME
AND HIS/HER TITLE. WHERE THE
PERSON SIGNING FOR A CORPORATION
IS OTHER THAN THE PRESIDENT
OR VICE PRESIDENT, HE/SHE MUST
FURNISH A CORPORATE RESOLUTION
SHOWING HIS/HER AUTHORITY
TO BIND THE CORPORATION.

By: _____

Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Virginia Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non-resident) insurance
agent, properly licensed under the laws of the State of _____,
and the Commonwealth of Virginia, to represent _____
of _____, a company authorized to make corporate surety bonds under the laws of
the Commonwealth of Virginia (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____ dollars
(U.S. \$ _____) on behalf of _____ to the
Charlottesville-Albemarle Airport Authority Board covering the Construction of the **Runway 3-21 and
Taxiway A Pavement Maintenance** project.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the Commonwealth of
Virginia.

COUNTERSIGNED:

SURETY

Virginia Resident Agent

Attorney-in-Fact

Address of Resident Agent_

Acknowledgment for Attorney-in-Fact

Address of Bond Company

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

Telephone Number: _____

Notary Public, State of _____

Fax Number: _____

My Commission Expires: _____

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

PERFORMANCE BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the **Charlottesville-Albemarle
Airport Authority Board** as obligee, hereinafter called the Owner, in the amount of _____dollars
(\$ _____) for the payment of which Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into
a Contract with Owner for the improvement of Charlottesville Albemarle Airport in accordance with all of
the Contract Documents listed in the General Provisions, Section 10 prepared for the **Charlottesville-
Albemarle Airport Authority Board**, which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract, and:

NOW THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and
faithfully perform the things agreed by him to be done and performed according to terms of said Contract,
then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Contractor shall well and truly perform, carry out and abide by all the terms, conditions and provisions
of said Contract and complete the Work therein specified in accordance with the terms thereof and in the
event said Contractor fails to perform said Contract as aforesaid, it shall be the duty of the Surety herein to
assume responsibility for the performance of said Contract and to complete the Work therein specified in
accordance with the terms thereof; and the Surety herein shall and does hereby agree to indemnify the
Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense
including reasonable attorney fees, engineering and architectural fees or other professional services which
said Owner may incur or which may accrue or be imposed upon it by reason of any negligence, default,
breach and/or misconduct on the part of said Contractor, and his/her agents, servants, Subcontractors and/or
employees, in, about, or on account of such work and performance of said Contract and shall repay to and
reimburse to the said Owner, promptly upon demand, all sums of money including reasonable attorney's,
architect's, engineer's, and other professional services, each and every, reasonably paid out or expended by
the said Owner on account of the failure and/or refusal of said Contractor to carry out, do, perform, and/or
comply with any of the terms and provisions of said Contract at the time and in the manner therein provided,
including, without limitation, the guarantee of the Work specified.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract Documents shall not affect the obligation of said Surety under this Bond.

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

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY, OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL
SHALL, IN HIS/HER OWN HANDWRITING,
SIGN THE PRINCIPAL'S NAME AND HIS/HER
TITLE. WHERE THE PERSON SIGNING
FOR A CORPORATION IS OTHER THAN
THE PRESIDENT OR VICE PRESIDENT,
HE/SHE MUST FURNISH A CORPORATE
RESOLUTION SHOWING HIS/HER AUTHORITY
TO BIND THE CORPORATION.

By: _____

Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Virginia Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD
CHARLOTTESVILLE ALBEMARLE AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non-resident) insurance
agent, properly licensed under the laws of the State of _____,
and the Commonwealth of Virginia, to represent _____
of _____, a company authorized to make corporate surety bonds under the laws of
the Commonwealth of Virginia (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____

_____ dollars

(U.S. \$ _____) on behalf of _____
to the **Charlottesville-Albemarle Airport Authority Board** covering the Construction of the **Runway 3-
21 and Taxiway A Pavement Maintenance** project.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the Commonwealth of
Virginia.

COUNTERSIGNED:

SURETY

Virginia Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

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

Telephone Number: _____

Notary Public, State of _____

Fax Number: _____

My Commission Expires: _____

GENERAL TERMS AND CONDITIONS

APPLICABLE TO CONTRACTS BETWEEN THE CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY AND NON-GOVERNMENTAL PARTIES FOR THE PURCHASE OF GOODS AND SERVICES

- 1.) **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority (“Authority”) and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties’ agreement.
- 2.) **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of Authority’s governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, proposal or price quote.
- 3.) **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, Authority may use forward pricing mechanisms, consistent with Authority’s written policies and procedures governing the use of forward pricing mechanisms. Any contract for natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source, but excluding contracts for the purchase of electricity, may include a forward pricing mechanism which either: (i) Obligates Authority to buy or sell a specified quantity of energy at a future date, at a set price or (ii) Includes an option for the sale or purchase of the contract.
Forward pricing mechanism transactions shall be made only under the following conditions:
(i) Authority’s obligations shall be subject to the availability and annual appropriation of funding;
(ii) The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for Authority for the same period, which shall not exceed 48 months from the trade date of the transaction; and (ii) a separate account shall be established by the contractor for operational energy for the Authority. Contractor shall be required to cooperate and assist Authority with any and all internal and external audit reviews, and with the preparation and submission of annual reports to Authority’s internal investment committee.
- 4.) **Modification (extension) of Contract Term** (VA. Code §2.2-4309). Authority may extend the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
- 5.) **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority’s obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a succeeding fiscal year,

the order for goods, or contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.

- 6.) **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**, and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
- 7.) **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees as follows:
- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 8.) **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.) **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.
- 10.) **Drug-Free Workplace Requirement** (Contracts Over \$10,000) (VA. Code §2.2-4312). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 11.) **Workers' Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on a Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
- 12.) **Contractor's License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Authority without a state-issued license or certificate, or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
- 13.) **Purchase of building materials, etc., from architect or engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term "personal interest" shall have the meaning set forth within VA. Code §2.2-3101.
- 14.) **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority.

In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by Authority attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for a required bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to Authority equivalent to a corporate surety's bond.

- 15.) **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-518).

Prior to award, the contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days' advance notice of cancellation or nonrenewal. Proof of insurance and required endorsements shall be demonstrated through production of copies of the Required Insurance policies and endorsements, or other evidence satisfactory to Authority. If a standard form insurance certificate is utilized, the insurance certificate must contain the Policy ID number(s) as well as the specific Endorsement Number(s), along with a description of the purpose(s) of the referenced endorsements.

- 16.) **Prompt Payment by Authority** (VA. Code §2.2- 4352, 2.2-4353) Authority shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Unless otherwise provided under the terms of the contract for the provision of goods or services, if Authority fails to pay by the required payment date then Authority shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- 17.) **Contractor's Tax ID** (VA. Code §2.2-4354(2)). Notwithstanding the foregoing, contractor shall have no right to receive payment from Authority unless and until (i) for an individual contractor, the contractor must provide his social security number to the Authority, and (ii) for proprietorships, partnerships, and corporations, any such entity must provide its federal employer identification number to the Authority.
- 18.) **Notice of defects or impropriety** (VA. Code §2.2-4352). Within 20 days after the receipt of an invoice, or of goods or services, the Authority shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.
- 19.) **Interest.** Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on amounts owed by Authority to contractor which remain unpaid by the required payment date. (See VA Code §2.2-4354)

No interest penalty shall be charged when payment is delayed because of disagreement between Authority and a vendor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this paragraph shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.

- 20.) **Retainage (Construction Contracts)** (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.
- 21.) **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving \$200,000 or more, for construction of highways, roads, streets, bridges, parking lots,

demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, the contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission.

In the event the contractor elects to use the escrow account procedure, the contractor shall execute an escrow form, substantially the same as that used by VDOT, and shall submit the executed escrow form to Authority within 15 calendar days after notification. If the escrow agreement is not submitted within the 15-day period, the contractor shall forfeit his rights to the use of the escrow account procedure. Any designated escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. If the construction contract includes payment of interest on retained funds, the contractor shall, exclusive of reasonable circumstances beyond the control of the contractor, be required to pay a penalty specified within the construction contract for each day exceeding the completion date stated in the contract.

- 22.) **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.
- 23.) **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor's receipt of final payment; provided, however, that written notice of the contractor's intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

The final decision of Authority shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by Authority, by instituting legal action as provided in VA Code §2.2-4364.

- 24.) **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.
- 25.) **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia, or other court presiding within the territory in which Authority is situated.
- 26.) **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
- 27.) **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

SPECIAL PROVISIONS

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY BOARD CHARLOTTESVILLE ALBEMARLE AIRPORT

SECTION 1

PROJECT INFORMATION

- 1. CONTRACT PROVISIONS.** The General Provisions and these Special Provisions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, and the special provisions, the interpretation most advantageous to the Owner shall apply.

- 2. DESCRIPTION OF WORK.** The proposed Work is described in the Invitation to Bid herein.

- 3. LOCATION OF THE WORK.** The site of the proposed Work is at the Charlottesville Albemarle Airport.

- 4. DEFINITIONS.**

- A. ADDENDA.** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.
- B. BID.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.
- C. DAY.** Unless otherwise defined shall mean "calendar" day.
- D. DRAWINGS.** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.
- E. ENGINEER.** The term "Engineer" in the Contract Documents means RS&H, Inc; 2600 Park Tower Dr. Suite 101, Vienna, Virginia 22180.
- F. FIELD ORDER.** A written order issued by the Engineer which orders minor changes in the work consistent with the intent of the Contract Documents, but which does not involve a change in the Contract Price or the Contract Time.

The Engineer may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly. If the Contractor believes that a field order justifies an increase in the contract price or contract time, the Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

- G. FURNISH or INSTALL or PROVIDE or SUPPLY.** Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the work indicated.
- H. GOOD REPAIR.** Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration, or departure, and by its repair, replacement, or correction.
- I. MAY.** Permissive.
- J. REFERENCE TO TRADE OR SUBCONTRACTORS.** When only one principal contract exists for all work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.
- K. SAMPLES.** Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship, or finishes, and to establish standards by which the work will be judged.
- L. "SHALL" IMPLIED.** In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.
- M. SHALL.** Mandatory.
- N. SUBCONTRACTOR.** Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor.
- O. SUBSTANTIAL COMPLETION.** When the work is sufficiently complete so it may be safely, conveniently, and beneficially utilized by the Owner for all of the purposes for which it was intended.
- P. WILL.** Mandatory.
- Q. SEDIMENT.** Soil and other debris that have eroded and have been transported by runoff water or wind.
- R. SOLID WASTES.** Rubbish, debris, and other discarded solid materials, except hazardous waste as defined in paragraph entitled, "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

- S. RUBBISH.** Combustible and noncombustible wastes including paper, boxes, glass, crockery, metal, lumber, cans, and bones.
- T. DEBRIS.** Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.
- U. CHEMICAL WASTES.** Salts, acids, alkalis, herbicides, pesticides, and organic chemicals.
- V. SEWAGE.** Waste characterized as domestic sanitary sewage.
- W. GARBAGE.** Refuse and scraps resulting from consumption of food.
- X. HAZARDOUS WASTES.** Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.
- Y. OILY WASTES.** Petroleum products and bituminous materials.
- Z. HAZARDOUS MATERIALS.** As defined in DOT Regulation 49 CFR 171 and listed in CFR 172.
- AA. HAZARDOUS SUBSTANCES.** As defined in EPA PL 96-510.

5. APPLICABLE DRAWINGS. The drawings applicable to this project are included in the Table of Contents included herein.

6. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the Bidder shall submit, with his Proposal, a list of all Subcontractors the Bidder proposes to use on the Work of this Contract.

After the Sponsor accepts the Bidder's Proposal and such Bidder is awarded a Contract, the successful Bidder may not substitute a Subcontractor listed in the Proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten Calendar Days prior to the date scheduled for that Subcontractor to begin Work.

7. CONTRACTOR'S LIABILITY INSURANCE. The following provisions supplement the requirements specified in Special Provisions--Section 2.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by any one for whose acts any of them may be liable:

- (1) Claims under workmen's compensation, disability benefit and other similar employee benefits acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

- (4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

General notes regarding liability:

- (a) The Comprehensive General Liability policy shall include explosion, collapse and underground (X-C-U) coverage.
 - (b) The Contractual Liability shall include provisions for covering the indemnity specified under Paragraph 70-11 "Responsibility for Damage Claims" of the General Provisions.
 - (c) Comprehensive Automobile Liability shall include owned, leased, non-owned, and hired vehicles.
 - (d) The Comprehensive General Liability and Automobile Liability insurance shall include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from the operations of Subcontractors, suppliers, vendors, or any person, firm or entity providing service to the Contractor.
 - (e) The Contractor's General Liability insurance shall include coverage to protect the Sponsor, Owner and Engineer from damage resulting either directly or indirectly from acts or omissions of the Contractor to existing buildings near the Work of the Contractor under the Contract, and the contents of such buildings.
 - (f) Certificates of the Contractor's Comprehensive Liability insurance, Comprehensive Automobile Liability insurance and Workmen's Compensation insurance shall be furnished to the Owner prior to commencement of Work. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the Owner.
 - (g) Certificates of insurance shall be executed on AIA Document G705.
- 8. ACCESS TO THE WORK.** Access to the Work shall be via the access routes designated on the Contract Layout Plan. The Contractor shall identify access routes with suitable signs, barricades, and similar equipment. Access gates shall be locked and secured when not attended by the Contractor. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "Access to the Work." No other access to these Work sites will be permitted without written approval of the Engineer. Contractor's vehicles and equipment, including vehicles and equipment of the Subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Engineer. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the Work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal

services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

9. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

- (1) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- (2) Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- (3) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- (4) The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any other separate Contractor(s), all Shop Drawings, Product Data and Samples required by the Contract Documents.
- (5) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- (6) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval of the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.
- (7) The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.
- (8) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittals have been approved by the Engineer. All such portions of the Work shall be in accordance with approved submittals.
- (9) The Contractor shall not reproduce the Engineer's project drawings for Shop Drawing use without written approval of the Engineer.
- (10) The Contractor shall submit shop drawings electronically per the individual technical specifications contained herein. Shop Drawings shall be forwarded to the attention of **Raymond Yankey, P.E.**, at Raymond.Yankey@rsandh.com. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Engineer. Each drawing or part of the brochure shall be listed separately on the

letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Engineer will return to the Contractor the same transmittal letter, with the Shop Drawing disposition noted thereon along with the drawings or brochures when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of Shop Drawings common to a Specification Section.

- (11) In checking Shop Drawings prior to submittal, the Contractor is requested to note corrections or comments on the drawings in orange pencil.
- (12) Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and Subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Engineer will be made in red pencil on blue or black line prints and in yellow pencil on white line prints.
- (13) Samples shall be submitted to RS&H when required by the Engineer, accompanied with the same transmittal letter prescribed for Shop Drawings. Checking by Contractor of samples before transmittal is required the same as for Shop Drawings.

10. PROJECT DOCUMENTATION.

- (a) Project Drawings: A field set of Plans and Specifications, supplied by the Contractor, shall remain on the job site at all times and shall be available at all times to the Engineer.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda and Change Orders as they are issued.

Approved copies of all shop drawings and other submittals are to be kept on the job site at all times and shall be available at all times to the Engineer.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval by the Engineer.

- (b) Record Documents:

- (1) Definition: Record copies are defined to include those documents or copies relating directly to performance of the Work, which Contractor is required to prepare or maintain for Owner's records, recording the Work as actually performed. In particular, record copies show changes in the Work in relation to way in which shown and specified by original Contract Documents; and show additional information of value to Owner's records, but not indicated by original Contract Documents. Record copies include newly prepared drawings (if any are specified), marked-up copies of Contract drawings, shop drawings, Specifications, addenda and Change Orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all.

- (2) Record Drawings: Contractor shall maintain a set of record drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the Engineer. The Contractor shall show all changes or Work added on these record drawings in a contrasting color.

11.FINAL CLEANING.

- (a) Provide final cleaning of the Work, at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition.
- (b) Removal of Protection: Remove temporary protection devices and facilities which were installed during course of the Work to protect previous completed Work during remainder of construction period.
- (c) Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become Owner's property, dispose of these as directed by owner.

END OF SPECIAL PROVISIONS - SECTION 1

SPECIAL PROVISIONS

CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY BOARD CHARLOTTESVILLE ALBEMARLE AIRPORT

SECTION 2

INSURANCE REQUIREMENTS

1. REQUIREMENTS OF CONTRACTOR LIABILITY INSURANCE. The Contractor shall procure and maintain at his own expense, during the life of this Contract, liability insurance with limits of coverage not less than the amounts as hereinafter specified. The policies shall be written by reputable companies authorized to do business in the Commonwealth of Pennsylvania, rated no less than A-9 by A.M. BEST. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without thirty days prior notice to the Owner in writing. At the time of execution of the Contract, the successful Bidder shall furnish the Owner evidence that appropriate insurance has been procured and will be maintained for the life of the Contract liability and compensation insurance.

The Contractor will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract as follows:

1. Commercial General Liability - \$1,000,000 per loss for bodily injury, personal injury and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$ 1,000,000 per accident for bodily injury and property damage,
3. Employer's Liability - \$ 1,000,000 per accident for bodily injury or disease.
4. Umbrella Liability - \$ 5,000,000 aggregate limit.
5. Workers' Compensation coverage as required by law.
6. The Contractor will be required to provide a Certificate of Insurance and a copy of the additional insured endorsement, indicating:
 - Commercial General Liability insurance, including contractual liability, and defense costs outside of policy limits. Contractor's policy will be primary and be on an occurrence basis.
 - Automobile Liability insurance
 - Umbrella Liability insurance
 - Workers' Compensation insurance

In carrying out any of the Contract provisions or in exercising any power or authority granted to the Contractor by this Contract, there shall be no liability upon the Engineer, his authorized representatives, or any official 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. THE CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY BOARD, THE CHARLOTTESVILLE ALBEMARLE AIRPORT, AND THE ENGINEER SHALL BE AN ADDITIONAL INSURED AND PROTECTED, IN THE CONTRACTOR'S LIABILITY INSURANCE POLICY, FROM ALL CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, ANY OPERATIONS CONDUCTED IN CONNECTION WITH THIS CONTRACT BY THE CONTRACTOR OR HIS SUBCONTRACTORS.

END OF SPECIAL PROVISIONS - SECTION 2

SPECIAL PROVISIONS

CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY BOARD CHARLOTTESVILLE ALBEMARLE AIRPORT

SECTION 3

MISCELLANEOUS

- 1. BID AND CONTRACT ACCEPTANCE.** The Charlottesville Albemarle Airport Authority Board reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Authority to be in its best interest. Any and all proposals as submitted herein are subject to further negotiation at the option of Authority. Further, any and all agreements arising out of these proposals and negotiations shall not be binding or valid against the Authority, its department, officers, employees, or agents unless fully executed in writing and authorized by the Charlottesville Albemarle Airport Authority Board.
- 2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
- 3. CORRELATION OF DOCUMENTS.**
 - A.** The drawings and specifications are cooperative and supplementary. Portions of the work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
 - B.** In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and included in the bid and contract price and the matter drawn to the Engineer's attention for decision.
- 4. NOTICE AND SERVICE THEREOF.** Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.
- 5. SUBCONTRACTING.**
 - A.** The Contractor may utilize the services of specialty or minority subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty or minority subcontractors.

- B. The Owner reserves the right to approve subcontractors for any work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in the Contract Documents shall create any contractual relationships between any subcontractor and the Owner.

6. PROTECTION OF PERSONS.

A. The Contractor shall:

- (1) At all times protect the lives and health of his employees under the Contract;
 - (2) Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
 - (3) Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
 - (4) Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents;
 - (5) Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the work.
- B. The Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto, shall be complied with by the Contractor.

7. AUTHORITY OF ENGINEER.

- A.** The Engineer, through its duly authorized representatives, shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees, or those of suppliers or subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Engineer shall also have the authority to reject any work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the work.
- B.** The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said work and its compliance with the Contract Documents. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.
- C.** The Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

8. "GOOD REPAIR" PERIOD.

- A.** The Contractor hereby agrees to keep all work constructed under the Contract in good repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the work by the Owner. The work may be phased. If the work is phased, each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all work for all phases is complete and a final inspection for all work has been performed.
- B.** It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.
- C.** The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

- 9. VARIATION FROM ESTIMATED QUANTITIES.** The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the

proposal. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the proposal and the amount of the item actually required or for the elimination of any part of the work. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the work as may be required to bring the cost of the work within the limits of available funds.

- 10. WATER FOR CONSTRUCTION.** Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.
- 11. LIGHTS AND POWER.** The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.
- 12. COORDINATION WITH OTHERS.** In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Engineer of said coordination attempts and the results.
- 13. PROPERTY LINES AND MONUMENTS.** The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.
- 14. FENCES AND DRAINAGE CHANNELS.** Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and the Owner and/or Engineer.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.
- 15. AIR POLLUTION.** The Contractor shall comply with all Federal, State and Local Requirements.
- 16. EXISTING UTILITIES AND SERVICE LINES.** The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.
- 17. RECORDS OF MATERIALS PURCHASED.** By a certain time, each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Engineer, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.
- 18. CONTRACTOR ACCESS TO PROJECT SITE.** The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route that will prevent damage to

existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Engineer for approval at the preconstruction conference.

19. NIGHTTIME WORK. Work requiring nighttime work and nighttime work procedures are shown in the plans and specifications contained within.

20. DUST CONTROL. The Contractor shall maintain strict dust control per the project plans and specifications contained within.

END OF SPECIAL PROVISIONS - SECTION 3

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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:	4.6%
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 nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

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 Charlottesville Albemarle Airport, Albemarle County, Virginia.

A3 BREACH OF CONTRACT TERMS

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 the deadline indicated in the Owner's notice.

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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A4 BUY AMERICAN PREFERENCE

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws¹, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

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

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

A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

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

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

Date

Signature

Company Name

Title

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A4.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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 or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

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

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

Date

Signature

Company Name

Title

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A5 CIVIL RIGHTS – GENERAL

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Specific Clause that is used for General Contract Agreements

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

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 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 MANDATORY CONTRACT CLAUSE CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A9 COPELAND “ANTI-KICKBACK” ACT

COPELAND “ANTI-KICKBACK” ACT

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

A10 DAVIS-BACON REQUIREMENTS

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 § 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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

(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 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 29CFR § 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.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

- 1) As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.
- 2) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 3) A description of the work that each DBE firm will perform;
- 4) The dollar amount of the participation of each DBE firm listed under (1);
- 5) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 6) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 7) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Charlottesville-Albemarle Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

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.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to the solicitation (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.3.1 EEO Contract Clause EQUAL OPPORTUNITY CLAUSE

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, sexual orientation, gender identity, 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 identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

A16.3.2 EEO Specification **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 part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in 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.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- 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 therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide 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.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- 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 work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
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 group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 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

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be 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, sexual orientation, gender identity, 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 implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the

FEDERAL REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

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).

A17 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, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

"General Decision Number: VA20250099 01/03/2025

Superseded General Decision Number: VA20240099

State: Virginia

Construction Type: Highway

Counties: Albemarle and Charlottesville* Counties in Virginia.

*including the independent city of Charlottesville

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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)(1).

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:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
---	---

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 01/03/2025

ELEC0080-011 12/01/2021

Rates Fringes

ELECTRICIAN, Includes Traffic
Signalization.....\$ 30.55 11.51

SUVA2016-035 07/02/2018

Rates Fringes

CARPENTER, Includes Form Work....\$ 17.20 ** 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 19.94 0.00

IRONWORKER, REINFORCING.....\$ 22.71 0.00

IRONWORKER, STRUCTURAL.....\$ 27.38 0.00

LABORER: Asphalt, Includes
Raker, Shoveler, Spreader and
Distributor.....\$ 15.92 ** 0.00

LABORER: Common or General.....\$ 14.65 ** 0.00

LABORER: Grade Checker.....\$ 15.07 ** 0.00

LABORER: Pipelayer.....\$ 15.11 ** 0.00

LABORER: Power Tool Operator....\$ 15.69 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 21.69 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 19.16 4.45

OPERATOR: Broom/Sweeper.....\$ 14.32 ** 0.25

OPERATOR: Crane.....\$ 25.82 0.00

OPERATOR: Drill.....\$ 24.66 0.00

OPERATOR: Gradall.....\$ 18.65 0.00

OPERATOR: Grader/Blade.....\$ 26.13 0.00

OPERATOR: Hydroseeder.....\$ 16.64 ** 0.00

OPERATOR: Loader.....\$ 18.39 0.00

OPERATOR: Mechanic.....	\$ 20.60	0.00
OPERATOR: Milling Machine.....	\$ 23.12	3.60
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.00	0.00
OPERATOR: Piledriver.....	\$ 21.83	4.08
OPERATOR: Roller.....	\$ 18.90	0.00
OPERATOR: Screed.....	\$ 22.13	4.89
OPERATOR: Asphalt Spreader and Distributor.....	\$ 16.51 **	0.00
OPERATOR: Bulldozer, Including Utility.....	\$ 19.26	0.00
PAVEMENT MARKING TRUCK DRIVER....	\$ 18.83	0.00
TRAFFIC CONTROL: Flagger.....	\$ 10.22 **	0.00
TRUCK DRIVER : HEAVY 7CY & UNDER.....	\$ 15.36 **	0.00
TRUCK DRIVER: Fuel and Lubricant Service.....	\$ 18.25	0.00
TRUCK DRIVER: HEAVY OVER 7 CY.....	\$ 17.74 **	0.00
TRUCK DRIVER: Single & Multi Axle.....	\$ 19.06	0.00

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 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"