



Rhode Island

Airport Corporation

November 13, 2025

ADDENDUM NO. 001
Invitation for Bids (IFB) No. 36661
NETWORK REFRESH – PROCURMENT, INSTALLATION, AND PROGRAMMING at / for
Rhode Island T. F. Green International Airport (PVD)

Prospective proposers and all concerned are hereby notified of the following changes in the document(s) related to: **Invitation for Bids (IFB) 36661**. These changes shall be incorporated in and shall become an integral part of the contract documents.

Specifications:

1. Location for pre-bid meeting added to Advertisement.
2. "Construction Contract No. 36661" references revised to "**Contract No. 36661**".
3. Date in header revised from October 22, 2025, to **November 7, 2025**.
4. Removed Construction Contract in Section 00500 and replaced with **Professional Services Contract** template.

DIVISION 0
BIDDING AND CONTRACT
DOCUMENTS



ENGINEERING DEPARTMENT

RIAC ~~CONSTRUCTION~~ CONTRACT NO. 36661

Network Refresh – Procurement, Installation, and Programming

Rhode Island T.F. Green International Airport
Providence, Rhode Island

CONTRACT DOCUMENTS

Faith Group, LLC
3101 S. Hanley Road
St. Louis, MO. 63143

November 2025

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SECTION 00002

SEALS PAGE

Electrical Engineer -
Telecommunications



A handwritten signature of Terry J. Garegnani, written in black ink, positioned below the professional seal.

END OF SECTION 00002

SECTION 00010

ADVERTISEMENT FOR BID

Sealed bids will be received by the Rhode Island Airport Corporation (RIAC) (the Owner) at **Rhode Island T. F. Green International Airport, 2000 Post Road, Warwick, RI 02886** until December 09, 2025 at 3:00 PM local time, at which time and place all bids will be publicly opened and read for the following project:

**Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
Warwick, Rhode Island**

RIAC ~~Construction~~ Contract No 36661

RIAC accepts deliveries during normal business hours Monday through Friday 8:30am to 4:00pm EDT excluding national and local state holidays. It is the sole responsibility of the responding firm to ensure delivery of its bid on or before the due date/time, RIAC will not accept any bid that is received after the due date/time with NO EXCEPTIONS. RIAC will not accept electronic bid submissions (email, web, fax, etc.). RIAC accepts no financial responsibility for any costs incurred by a firm in responding to this IFB, participating in oral presentations, or meeting with RIAC prior to being awarded the contract. The proposals in response to this IFB become the property of RIAC and may be used by RIAC in any way it deems appropriate. All information submitted in response to this IFB is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firm's may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If Firm does not submit a redacted public copy, RIAC assumes that firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the IFB, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RIAC will be the sole judge in determining as equivalent products (if applicable).

The United States Department of Transportation (U.S. DOT) issued an interim final rule on October 3, 2025, determining that U.S. DOT will no longer apply a presumption of “social and economic disadvantage” based on race, ethnicity, or sex to the certification of disadvantaged business enterprises (DBEs). U.S. DOT requires all previously certified DBEs to obtain re-certification through the submission of personal narratives by the DBE principals demonstrating “social and economic disadvantage” on an individualized basis. U.S. DOT has instructed all project sponsors not to establish DBE goals until the re-certification process is complete. There is currently no timeline to govern the process of re-certifying DBEs. Accordingly, RIAC has determined that the DBE goal for this procurement will be 0%. The Invitation for Bids Contract No. 36661 is revised as follows:

Section [00750] Disadvantaged Business Enterprise:

SUBSTITUTE: “DBE participation goals for this procurement are as follows: 0%.”

Prior to this project being solicited, the airport underwent an independent planning project to outline the desired network architecture, equipment, and network monitoring plans for future use at the airport. This planning project resulted in a Network Replacement Recommendations Report which will be provided as part of the pre-bid meeting, and will provide additional detail and insight into the desired outcomes from the RIAC IT team.

A detailed list of project requirements are provided as an attachment to these project specifications.

This project consists of the replacement of active network switches throughout the airport complex and the implementation of a new network architecture that will be utilized by the airport moving forward. The replacement will consist of six (6) core layer switches, eight (8) distribution layer switches, and ninety-two (92) access layer switches.

The contractor will need to identify all existing connections on switches, coordinate with RIAC IT on final network architecture details, create a transition and implementation plan to setup the new network, and then transition existing systems to the new network. The existing network would be removed, packaged, labeled, and returned to RIAC IT, and all rack cabling will be properly dressed and labeled.

The proposal pricing is split into a base plus two options for execution over three funding years.

Year 1 will consist of all engineering planning for the network architecture. Additionally, it will include procurement and installation of a new core and distribution layer. These switches will be stood up and configured for production based on coordinated network architecture meetings with RIAC LAN. These new switches will run in parallel with the existing network. Additionally, the contractor will procure twenty-five new access layer switches and transition twenty-five existing access layer switches to the new network architecture. This phase will also include the reconfiguration of a new Gateway to the new network. During this phase, the existing core switches will be demoted to distribution layer, if deemed necessary by the contractor.

Year 2 will consist of the replacement of an additional thirty-five access layer switches.

Year 3 will consist of the replacement of the final thirty-two access layer switches.

The contract time is as stated in Section 80 of the FAA General Provisions. This project will be constructed over three fiscal years and begin around January 2026.

Each sealed bid shall be accompanied by a certified check, cashier's check or satisfactory Bid Bond, in an amount equal to five percent (5%) of the bid, payable to the Rhode Island Airport Corporation.

The successful bidder will be required to execute and furnish a Performance Bond, and Labor and Materials Payment Bond as security for faithful performance and payment of all bills and obligations arising from the performance of the work. Each security shall be in an amount of not less than 100% of the contract price and shall be in a form acceptable to the Owner.

A public **MANDATORY Pre-Bid Meeting and site visit** for prospective bidders will be conducted at **Rhode Island T.F. Green International Airport** at 1:30 PM on November 18, 2025 in the Mary Brennan Board Room, 2nd Floor of Terminal. Attendance for the Pre-Bid Conference will be taken promptly at 1:30 P.M., and all parties will be required to state their name and the name of their firm. A site visit will follow at the conclusion of the Pre-Bid Meeting, for those who are interested. Site Visit attendees shall complete and send the Visitor Badge Application, which can be found as an Attachment to this Advertisement, to procurement@pvdairport.com, no later than 5:00 PM on November 13, 2025. Attendees shall report to the RIAC offices, Rhode Island T. F. Green International Airport Terminal Building, 2000 Post Road, Warwick, RI and check in at reception on 3rd Floor.

Neither the Owner, nor the Engineer, shall be responsible for disseminating information discussed at the Pre-Bid Meeting or Site Visit. Hard copy SSI documents will be shared at the pre-bid meeting and will require an NDA to be signed upon receipt. No other scheduled tours or visits of the project site will be conducted.

All questions or requests for clarification regarding the bid documents or the project are to be submitted by email to the Office of Procurement via email at procurement@pvdairport.com. The deadline for submission of questions is by 2:00 PM on November 24, 2025. Answers to significant questions received by this deadline or clarifications will be provided to all prospective bidders through addenda posted on the procurement page of the RIAC website at www.flyri.com/riac/procurement site by 11:59 PM. on December 01, 2025. It is the bidders' responsibility to check the procurement page of the RIAC website at www.flyri.com/riac/procurement site frequently for addenda.

No bidder may withdraw his bid within one hundred eighty (180) days after the actual date of opening hereof. Award of the contract shall be made to the lowest responsible and responsive bidder whose bid conforms to written requirements of the Owner. The award of this contract is subject to approval of the Federal Aviation Administration.

Wages of Labor on Federal-Aid Airport Projects – The prevailing wage rates for laborers and mechanics employed by contractors or subcontractors on the initial construction of airport projects shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under the most recent General Wage Decision. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents are available for inspection at the Office of the Owner.

Work Hours Act of 1962 – This contract is subject to the Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

The contractor must comply with certain Federal Contract Provisions shown in the bid documents, including but not limited to Buy American Preference, Civil Rights – Title VI Assurance, Davis-Bacon Requirements, Certification of Offeror/Bidder Regarding Debarment, Disadvantaged Business Enterprise, Certification Regarding Lobbying, Recovered Materials, Trade Restriction Certification, and Executive Order 11246. The contractor must pay wages to employees in compliance with the minimum wages established by the latest U.S. Department of Labor Wage Determination. All requirements of the State of Rhode Island and all administrative regulations shall apply to this project as if herein written out in full.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of 49 CFR Part 26. These requirements apply to all Bidders, including those who qualify as a DBE. A 0% DBE participation goal will apply to this procurement.

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed, under the Rules and Regulations for carrying out the provisions of the Airport and Airway Improvement Act of 1982; Public Law 97-248 and Part 152 of the Federal Aviation Regulation (14 CFR Part 152), Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions of Federal-Aid Contracts, as provided for in Chapters 85, 86, and 88 of the Public Laws of Rhode Island, 1960. In addition, the proposed contract is under the subject of Executive Order Nos. 11246, as amended, of September 24, 1965 and 13202 of February 17, 2001, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

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:	3.0%
Goals for female participation in each trade:	6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is City of Warwick, Kent County, Rhode Island.

TITLE VI SOLICITATION NOTICE

RIAC, 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 and/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Name: _____
Last First Middle

Firm Name: _____

Driver's License Number/State ID Card: _____
Number **State**

Expiration Date: / /
 MM DD YYYY

Date of Birth: / /
 MM DD YYYY

Do you have an existing active Badge? Yes / No (please circle one)

RIAC ~~Construction~~ Contract No. 36661

SECTION 00100

INFORMATION TO BIDDERS

I. GENERAL

A. Compliance with Law:

1. Bidders must comply with Title VI of the Civil Rights Act of 1964, the federal Davis-Bacon Act, the federal Anti-Kickback Act and the federal Contract Work Hours and Safety Standards Act.
2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts and the Building Permit on the Project.
4. Trade Contractors (sub-contractors to the General Contractor) shall be qualified to perform the work contracted for and shall be licensed as such in the State of Rhode Island.

B. General Bond Requirements:

1. The Proposal Bond shall be specified. Only the Proposal Bond form as found within these documents, or a cashier's check or certified check is acceptable.
2. Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms, as bound within these documents is acceptable.

C. Insurance requirements shall be specified herein.

II. EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a bid, each Bidder shall examine and thoroughly familiarize him/herself with all existing conditions including all applicable laws, codes, and ordinances, rules and regulations that will affect his or her work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, existing subsurface installations and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. From the examination, the Bidder shall have informed him/herself fully of all conditions to be encountered and all pertinent matters and conditions in connection with the Work and services to be performed. The Bidder shall determine that the condition of the Site of the Work is satisfactory in all respects for the Work. The drawings have been prepared by the Architect/Engineer on the basis of surveys and inspections of the site and represent an essentially accurate indication of the physical conditions at the site. However, the physical conditions as shown on the drawings are not guaranteed as to accuracy. The Bidder shall fully inform himself as to existing physical conditions by inspection and other reasonable means, as he/she shall determine.
- B. When boring data is provided in the Contract Documents, the Bidder/Contractor shall assume responsibility for any conclusions he/she may draw from such data. He or she may employ his or her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

III. FORM AND STYLE OF BIDS

- A. Bids in the form of sealed proposals for the construction of the project will be received until the time and the date stated in **ADVERTISEMENT FOR BID**.
- B. The Bid shall be submitted on the Proposal Form provided; no other form is acceptable.
- C. The successful Bidder will be required to provide verified breakdown of costs of work in a manner acceptable to the Owner.
- D. All blanks on the Proposal Form shall be filled in.
- E. Where so indicated in Section 00310 Bid Summary Form, the Total Bid Cost shall be expressed in both words and figures; in case of discrepancy between the two, the Sums expressed in words shall govern.
- F. Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- G. Bids containing qualifications may be considered irregular, non-responsive and may be disqualified.

IV. PREPARATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted as indicated by the Bid Form and shall be signed in ink by a duly authorized person or person(s). Each Bidder must submit a copy of their bid proposal to be available for public inspection upon the opening of the bids. Any bid which does not include a copy for public inspection may be deemed non-responsive.
- B. There shall be no erasures or other changes to the Bid Form.
- C. Bid Forms containing reservations, conditions, omissions, erasures or alterations, items not required in the bid, or irregularities of any kind, may be rejected by the Owner as being a non-responsive.
- D. Each Bid Form shall indicate the full business name, address of the Bidder, and federal identification employment number, and shall be signed by a duly authorized person with the usual signature.

1. The outside of the envelope shall be identified as follows:

BID FORM

Rhode Island Airport Corporation
Rhode Island T. F. Green International Airport
2000 Post Road
Warwick, Rhode Island 02886
ATTN: Office of Procurement

PROPOSAL FOR:

Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
RIAC Contract No. 36661

SUBMITTED BY:

(Name and Address of Bidder)

2. **The envelope shall contain the full Bid Form which is included in this Project Manual.**

- E. A Bid Form 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 who is authorized to sign for the partnership.
- F. A Bid Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Chief Executive Officer or other authorized officer. The name of each person signing the “Bid” shall be typed or printed below the signature.
- G. When the person signing for a corporation is other than the President or Chief Executive Officer and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Bid shall be typed or printed below the signature.
- H. The Bid Form must be accompanied by a guaranty in the form acceptable to RIAC of a Bid Bond executed on the form provided, a cashier's check or a certified check payable to the Rhode Island Airport Corporation in an amount equal to but not less than 5% of the aggregate amount of the bid and issued by a bid surety acceptable to the Owner, and authorized and licensed to conduct business in the State of Rhode Island. If a bidder is awarded the contract, but fails, refuses, or neglects to execute the contract or to furnish either the required Performance Bond and Labor and Materials Payment Bond ten (10) days after the date of a written Notice of Intent, then the amount of the Bid Bond or check shall be paid to, or retained by, the Owner as liquidated damages, and not as a penalty, and the parties shall be mutually released from further liability based upon the bid submitted.

V. CONTRACT DOCUMENTS

- A. Each bidder shall carefully examine the Contract Documents including the Project Specifications which as defined in Division 0 “Bidding and Contract Documents”, Division 1 “General Provisions”, “FAA General Contract Provisions”, “Technical Specifications”, and Drawings, and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a bid. Bidders shall promptly notify the Office of Procurement, 2000 Post Road, Third Floor, Warwick, RI, 02886, E-mail: procurement@pvdairport.com in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Contract Documents, Project Site and / or local conditions. RIAC will forward any questions to the Architect/Engineer to make interpretations, corrections or changes to the Contract Documents. Responses from the Architect/Engineer will be issued in an Addendum. Neither the Owner nor the Architect/Engineer will be responsible for any oral instructions and / or responses. Interpretations, corrections, or changes made in any other manner will not be binding. All addenda will become a part of the Contract Documents. No allowance will be made after bids are received due to oversight and / or error by bidder.
- B. Addenda will be posted on the RIAC www.flyri.com/riac/procurement website no later than three (3) calendar days prior to due date identified in ADVERTISEMENT FOR BID. Prior to submitting a Proposal each Bidder shall ascertain and acknowledge in writing on the Bid Form that he has received all Addenda issued.
- C. Owner and Engineer do not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder’s use of incomplete Bidding Documents.

VI. OPENING OF BIDS

- A. Bids will be opened and read aloud in public. The RIAC Office of Procurement will verify and give an indication verbally if Bids appear to be in compliance. Bids received after time and date designated for opening of Bids will be returned unopened. Bidders shall assume full responsibility for timely delivery of Bids.

VII. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- A. Bids submitted prior to time and date designated for opening of Bids may be modified or withdrawn only by written notice to the RIAC Office of Procurement receiving the Bids. Email transmissions will be accepted only for the purpose of withdrawing Bids and only if received prior to time of Bid opening.
- B. Errors or omissions on the part of the bidder in the preparation of his or her Bid Proposal shall not be grounds for the modification or withdrawal after the time set for bid opening.

VIII. BID SECURITY

- A. Each Bid shall be accompanied by a cashier’s check or certified check, or acceptable Bid Bond payable unconditionally to the Rhode Island Airport Corporation. The cashier’s check, certified check or Bid Bond shall be in the amount of not less than five percent (5%) of the total amount of the Bid. The Bid Security is required by the Owner as evidence of good faith and as a pledge that, if awarded the Contract, the Bidder will execute the Contract Agreement and will furnish the required bonds and insurance certificates within five (5) calendar days after receipt of Notice of Intent to Award. Should the Bidder refuse

to enter into such Contract in accordance with his/her Bid, or fail to furnish the required bonds or certificates of insurance, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. The Owner will retain the Bid Security of all Bidders until either the Work has been awarded and the Contract Agreement executed, and bonds have been furnished; or the specified time has elapsed so that Bids may be withdrawn; or all Bids have been rejected.

IX. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. With the execution and delivery of the ~~Construction~~ Contract Agreement, the Bidder shall furnish, to the Owner, in the amounts herein required and in a format acceptable to the Owner, by a Surety registered in the US Treasury 570 Circular, licensed and authorized to perform work in the State of Rhode Island and acceptable to the Owner, covering the faithful performance of the Contract Agreement and the payment of all obligations arising there under the following:
 - 1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Owner. See Section 00600.
 - 2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant. See Section 00610.
- B. No Sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are involved in any litigation against the Rhode Island Airport Corporation (Owner), and/or the State of Rhode Island (State).
- C. Should any Surety on the Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
- D. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- E. The cost of the bonds shall be included in the bid.

X. INSURANCE REQUIREMENTS

The following insurance requirements shall apply to the Contractor, its sub-Contractors, suppliers and/or any consultants as may be retained by the Contractor during the **Network Refresh – Procurement, Installation, and Programming, IFB No. 36661**. The Rhode Island Airport Corporation and State of Rhode Island shall be named as additional insured. The Contractor shall furnish one original certificate(s) of all required insurance to the Owner, or designated agent for approval. The certificate(s) shall clearly indicate that the Contractor has obtained insurance of the types, amounts and classifications required by the provisions contained herein. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to, and approved by, the Owner, or designated agent.

- A. **Contractor's Liability Insurance:** The Contractor, its sub-Contractors, consultants shall not commence the performance of any work or provide any services under the Construction Agreement (Agreement) with the Rhode Island Airport Corporation (Owner) until the insurance required hereunder has been obtained and such insurance has been given to and accepted by the Owner, or its designated agent. The Contractor shall maintain, in full force and effect, the required insurance coverage(s) for the full term of the Agreement and for such longer period(s) as may be specifically required therein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Rhode Island and rated no less than "B" as to management and no less than Class "VIII" as to strength pursuant to the A.M. Best Company Insurance Guide, or its equivalent as approved by the Owner, or its designated agent.
- B. **Automobile Liability Insurance:** The Contractor shall maintain, in full force and effect, Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company-leased vehicles leased from a leasing company licensed to do business in the State of Rhode Island (with the company name clearly marked on both sides of the vehicle) will be permitted on the *project site*. No such vehicles shall be permitted airfield access following the date of Contract Completion as determined by the Owner, or designated agent.
- C. **Worker's Compensation:** The Contractor shall maintain, in full force and effect, Worker's Compensation Insurance in compliance with the prevailing Rhode Island Statutes.
- D. **Commercial General Liability Insurance:** The Contractor shall maintain, in full force and effect, Commercial General Liability Insurance in an amount not less than **\$1,000,000** for the Contractor per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. The Rhode Island Airport Corporation (Owner) shall be named as additional insured.
- E. **Excess (Umbrella) Liability Insurance:** The Contractor shall maintain, in full force and effect, insurance coverage in an amount of **\$10,000,000** excess of **\$1,000,000** primary layer for airfield construction services, otherwise **\$5,000,000**.
- F. **Right to Examine:** The Owner, or designated agent reserve the right, upon reasonable notice, to examine the original or true copies of the policies of insurance (including, but not limited to binders, amendments, exclusions, riders, and applications) to determine the

true extent of coverage. The Contractor agrees to such examination at the offices of the Owner.

G. **Compliance:** Compliance with the requirements contained herein shall not relieve the Contractor of its liability under any other portion of the Agreement or any other Agreement between the Contractor and the Owner.

1. Cancellation of any insurance or non-payment by the Contractor of any premium for any insurance policies required by the Agreement and recited herein or the applicable sub-Contractor(s) or consultant's contract(s) with the Contractor shall constitute a breach of the Agreement. In addition to any other legal remedies the Owner may terminate the Agreement or pay such premiums and deduct the costs thereof from any amounts, which are or may be due the Contractor.
2. Immediate written notification, by the Contractor, must be given to the Owner in the event of an accident or occurrence, which might give rise to a claim under any policy in which the Owner is named as an additional insured.
3. The Contractor shall cooperate to the fullest extent with the Owner in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy that may be procured by the Owner. The Contractor shall, at its sole cost and expense, furnish the Owner copies of all correspondence, papers, records and other items necessary or convenient for dealing with or defending against any claims, and for administering the aforementioned insurance including furnishing the time of any of its employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance coverage.
4. The provisions of these insurance requirements are not intended to create any rights for the Contractor other than rights that may be available to it under the policies themselves, whatever such rights might be. Moreover, the Owner make no representation or guaranty either implied or by the provisions of these insurance requirements or otherwise as to the effect of or the coverage under such policies, and no employee or agent of the Owner is authorized to make any such representation or guaranty, or to offer any interpretation of, or information relative to such policies.

H. **Property Insurance:** Unless otherwise provided, the Contractor will provide property insurance on a replacement cost basis, which shall remain in full force and effect until the Owner occupies and uses the facilities constructed under the terms of the Agreement. The insurance required hereunder shall include the interests of the Owner's Representative, the Contractor and its sub-Contractors and consultants of all tiers in the work except that, notwithstanding anything to the contrary, the Owner shall not be required to provide insurance against loss, theft or disappearance of any materials, tools or equipment of the Contractor, any sub-Contractor or consultant of any tier, or any other person(s) furnishing labor or materials for the work. Further, the Contractor agrees to indemnify, defend and hold the Owner, and their officers, agents and employees harmless from any such loss, theft or disappearance.

The Owner and the Contractor shall waive all rights against each other, and any of their respective agents, employees, sub-Contractors and consultants, the Owner, Faith Group LLC and their sub-consultants for damages caused by fire or other perils to the extent covered by property insurance obtained or other property insurance applicable to the work as defined in the Agreement. The Contractor, as appropriate, shall require from its sub-

Contractors and consultants of all tiers, agents and employees of any of them, by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.

XI. CONTRACTOR QUALIFICATIONS

- A. In order to establish satisfactory responsibility to meet Corporation requirements prior to award of **Rhode Island Airport Corporation Construction Contract No. 36661** all Contractors are required to submit the “Contractor Qualification Form” in the Bid Proposal Section of this Contract Manual in addition to the following information.
1. Evidence of competency consisting of statements covering the Bidder's past experience on similar work of the most applicable projects within the last five years listed in the Contractor Qualification Form, the Contractor shall provide evidence of project experience (through self-performance or subcontractor-performance) for a minimum of two network replacement projects for critical infrastructure facilities. Experience shall include installation of components similar to those specified in the Contract documents herein and references for at least two of the applicable projects provided.
 2. A list of equipment now in your possession and which you propose to use on this contract if awarded to you.
 3. Evidence of competency consisting of statements covering the Bidder's past experience on similar work.
 4. The name and qualifications of your superintendent(s) or supervisory personnel to be assigned to the major features of this work.
 5. Your financial references and an original copy of your current financial statement. 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.

XII. SUBSTITUTES AND PRODUCT OPTIONS

- A. Requests for changes in products, materials, equipment, and methods of construction required by the Contract Documents are referred to in Section 01631, Product Substitution Procedures in the Project Specifications, which provides the applicable requirements and procedures.

XIII. REJECTION OF BIDS

- A. The Owner reserves the right to waive any informality or irregularity in any bid or bid guaranty, to reject any or all bids, to re-advertise, award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified low responsive bidder(s) to such extent as may be beneficial to the Owner. The Owner may reject a bid if the Bidder is disqualified.
- B. Bidders must provide bid prices on the bid form for the Base Bid. The Contract will be awarded to lowest responsive and responsible bidder for the total price of the Base Bid.

If all bids exceed the available funding for Base Bid, the Owner may reject all bids.

XIV. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written “Notice-to-Proceed” which will specify an effective date for the Contractor to begin work at the site. The contract work shall be completed within the timeframes specified in Section 80 of the FAA General Contract Provisions. See FAA Section 80 for more information on notice-to-proceed and completion dates.
- B. If the project is not completed on time, or if individual phases of the project are not completed within specified timeframes, damages will be deducted from money due to the Contractor or his/her surety. See FAA Section 80-08 Failure to Complete on Time for liquidated damages.
- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

XV. SALES TAX

- A. Materials and equipment purchased for permanent installation under this project shall be exempt from the Rhode Island Sales Tax. The exemption certificate number shall be furnished to the successful Bidder upon request. Each Bidder shall take the exemption into account in calculating the bid.

XVI. PUBLIC AGENCY APPROVALS

- A. The work to be performed under this contract is subject to approval by the Owner and the Federal Aviation Administration and all drawings, specifications, and contracts, therefore, will be approved by the above agencies.

XVII. DISQUALIFICATION OF BIDDERS

- A. A Bidder shall be considered disqualified for any of the following reasons:
1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating Bidder has been reinstated by the owner as a qualified Bidder.
 3. If the Bidder is considered to be in "default" for any of the following reasons:
 - a. Failure to comply with the Contractor Qualification requirements of the Owner included in the proposal as a requirement for bidding.
 - b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
 - c. Contractor default under previous contracts with the Owner.
 - d. Unsatisfactory work on previous contracts with the Owner.

XVIII. IRREGULAR BID PROPOSALS

- A. The Owner reserves the right to reject any irregular bid proposals and the right to waive any such technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of contracts. See FAA Section 20-09.
- B. Proposals shall be considered irregular for the following reasons:
1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
 3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
 4. If the proposal contains unit prices that are obviously unbalanced.
 5. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- C. The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of contracts.

XIX. COMPLETION OF PROPOSAL

- A. The Bidder is required to fill in all the blank spaces on the “Bid Form”.
- B. Where a discrepancy occurs between the prices quoted in words and in numbers, the figure quoted in words shall take precedence and govern in determining final costs or award of contract.

XX. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Policy:

It is policy of the Rhode Island Airport Corporation that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.

- B. DBE Obligation:

The Rhode Island Airport Corporation agreed to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Rhode Island Airport Corporation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this project.

- C. Section 26.37 requires the Rhode Island Airport Corporation to advise each Contractor and Subcontractor who performs work on this project that failure to carry out the above requirements shall constitute a breach of contract.
- D. All bidders, potential Contractors, or Subcontractors for this project are hereby notified that failure to carry out the DBE program policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Rhode Island Airport Corporation.
- E. A 0% DBE participation goal will apply to this procurement.
- F. Refer to RIAC www.flyri.com/riac/procurement website for a full copy of the text of the *Rhode Island Airport Corporation’s Disadvantaged Business Enterprise (DBE) Plan*.

XXI. NOTICE OF REQUIRED CONTRACT CONDITIONS

- A. The Bidder shall refer to Section 00950, Federal Contract Conditions of these Specifications for federally required conditions. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

END OF SECTION 00100

SECTION 00300

CERTIFICATION OF BIDDING REQUIREMENTS

This signature page is included in this contract document to provide assistance to all Bidders in the form of a checklist and to stipulate that if any of the items mentioned below, but not limited to, are incomplete or otherwise incorrect, the Rhode Island Airport Corporation may reject the bid.

I. REQUIRED FORMS AND SIGNATURE

A. Certification of Bidding Requirements	Section 00300
B. Bid Summary Form	Section 00310
C. Bid Form	Section 00320
D. Anti-Collusion Certificate (Sworn Affidavit) OR	Section 00320
E. Anti-Collusion Certificate (Unsworn Affidavit)	Section 00320
F. Disclosure of Lobbying Activities	Section 00320
G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Section 00320
H. Certification of Non-Segregated Facilities	Section 00320
I. Disadvantaged Business Utilization Plan; and	Section 00320
J. Letter of Intent to Perform as a Qualified Disadvantaged Business; or	Section 00320
K. DBE Regular Dealer/Distributor Affirmation Form	Section 00320
L. Bidder's List Collection Form	Section 00320
M. DBE Waiver Form (if applicable)	Section 00320
N. Contractor Qualification Form	Section 00320
O. Project Subcontractor List	Section 00320
P. Certification of Compliance with Federally Required Contract Requirements	Section 00320
Q. Buy American Certification	Section 00320
R. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions	Section 00320
S. Equal Employment Opportunity Report Statement	Section 00320
T. Bid Bond	Section 00320
U. Safety Plan Compliance Document (SPCD) Certification	Section 00320
V. Financial references and an original copy of your current financial statement.	

II. PROPOSAL SECTION

Unit Price Bids will be considered to be incomplete if any of the following conditions exist:

- A. Unit price in words is omitted
- B. Unit price in figures is omitted
- C. A zero, N/A, or blank is used as a bid price

III. MISCELLANEOUS

- A. All written words and figures shall be in INK or TYPED

IV. CERTIFICATION SUMMARY

I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Contractor's Signature
RIAC ~~Construction~~ Contract No. 36661

Date

END OF SECTION 00300

SECTION 00310

BID SUMMARY FORM

FOR THE PERFORMANCE OF

RHODE ISLAND AIRPORT CORPORATION-~~Construction~~ CONTRACT NUMBER: 36661

PROJECT: Network Refresh –Procurement, Installation, and Programming

LOCATION: TF Green Airport Warwick, RI

SUBMITTED BY: _____

ADDRESS: _____

NAME OF SURETY: _____

GRAND TOTAL BID COST IN WORDS:

(Funding Year 1 + Funding Year 2 + Funding Year 3)

GRAND TOTAL BID COST IN FIGURES:

(Funding Year 1 + Funding Year 2 + Funding Year 3)

\$ _____

GRAND TOTAL FUNDING YEAR ONE BID COST IN WORDS:

GRAND TOTAL FUNDING YEAR ONE BID COST IN FIGURES:

\$ _____

GRAND TOTAL FUNDING YEAR TWO BID COST IN WORDS:

GRAND TOTAL FUNDING YEAR TWO BID COST IN FIGURES:

\$ _____

GRAND TOTAL FUNDING YEAR THREE BID COST IN WORDS:
(Includes the sum of the Base Bid)

GRAND TOTAL FUNDING YEAR THREE BID COST IN FIGURES:

\$ _____

THE BASIS OF AWARD OF CONTRACT WILL BE THE LOWEST RESPONSIVE TOTAL BID, AT THE DISCRETION OF RIAC.

NOTE: IN CASE OF A DISCREPANCY BETWEEN WORDS AND FIGURES, THE SUMS EXPRESSED IN WORDS NOTED ABOVE SHALL GOVERN.

END OF SECTION 00310

SECTION 00320

BID FORM

To: Rhode Island Airport Corporation
Rhode Island T. F. Green International Airport
2000 Post Road
Warwick, Rhode Island 02886
ATTN: Office of Procurement

Date: _____

Time: _____

For:

**Network Refresh – Procurement, Installation, and Programming
Rhode Island TF Green Airport Warwick, RI
RIAC ~~Construction~~-Contract No. 36661**

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: Bidder acknowledges receipt of and has examined the Addenda:

Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____

Acknowledged by _____ date _____.

BID PROPOSAL: This Proposal shall be filled in by the BIDDER with prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between the words and numerals, the amounts shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the Specifications, including allowances, and shown on the Drawings, for the following lump sum prices and/or unit prices:

BID PROPOSAL: Bidder agrees to perform all of the work described in the Contract Documents, including allowances, for the sum of:

Total Bid (Funding Year 1 + Funding Year 2 + Funding Year 3):

_____	\$ _____
(Words shall govern)	(Figures)

Rhode Island Airport Corporation
Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
Providence, Rhode Island
RIAC ~~Construction~~ Contract No. 36661
SCHEDULE OF PRICES – FUNDING YEAR 1

Item No.	Pay Item No.	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Total Amount	
				Dollars	Cents	Dollars	Cents
1	T-100	6 EA	Core Network Switches (incl. ancillary items such as power supplies, mounting equipment, etc.) at Dollars & Cents per Lump Sum				
2	T-101	6 EA	Core Switch Licensing & Maintenance (1 Year) at Dollars & Cents per Lump Sum				
3	T-200	8 EA	Distro Network Switches (incl. ancillary items such as power supplies, mounting equipment, etc.) at Dollars & Cents per Lump Sum				
4	T-201	8 EA	Distro Switch Licensing & Maintenance (1 Year) at Dollars & Cents per Lump Sum				
5	T-300	25 EA	Access Network Switches (incl. ancillary items such as power supplies, mounting equipment, etc.) at Dollars & Cents per Lump Sum				
6	T-301	25 EA	Access Switch Licensing & Maintenance (1 Year) at Dollars & Cents per Lump Sum				

Item No.	Pay Item No.	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Total Amount	
				Dollars	Cents	Dollars	Cents
7	T-400	N/A	Project Management Hours (on-site and off-site project management) at Dollars & Cents per Each				
8	T-401	N/A	Engineering Hours (network architecture planning, low level design, survey, submittals, transition plan, programming) at Dollars & Cents per Each				
9	T-402	N/A	Technician Hours (on-site replacement of equipment and cable transition) at Dollars & Cents per Each				
PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM TOTAL FUNDING YEAR 1 BID PRICE: \$ _____ (Amount in Figures) _____ (Amount in Words)							

Rhode Island Airport Corporation
Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
Providence, Rhode Island
RIAC Contract No. 36661
SCHEDULE OF PRICES – FUNDING YEAR 2

Item No.	Pay Item No.	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Total Amount	
				Dollars	Cents	Dollars	Cents
1	T1-300	35 EA	Access Network Switches (incl. ancillary items such as power supplies, mounting equipment, etc.) at Dollars & Cents per Lump Sum				
2	T1-301	35 EA	Access Switch Licensing & Maintenance (1 Year) at Dollars & Cents per Lump Sum				
3	T1-400	N/A	Project Management Hours (on-site and off-site project management) at Dollars & Cents per Each				
4	T1-401	N/A	Engineering Hours (network architecture planning, low level design, survey, submittals, transition plan, programming) at Dollars & Cents per Each				
5	T1-402	N/A	Technician Hours (on-site replacement of equipment and cable transition) at Dollars & Cents per Each				

PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM

TOTAL FUNDING YEAR 2 BID PRICE: \$ _____ (Amount in Figures)

_____ (Amount in Words)

Rhode Island Airport Corporation
Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
Providence, Rhode Island
RIAC Contract No. 36661
SCHEDULE OF PRICES – FUNDING YEAR 3

Item No.	Pay Item No.	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Total Amount	
				Dollars	Cents	Dollars	Cents
1	T1-300	32 EA	Access Network Switches (incl. ancillary items such as power supplies, mounting equipment, etc.) at Dollars & Cents per Lump Sum				
2	T1-301	32 EA	Access Switch Licensing & Maintenance (1 Year) at Dollars & Cents per Lump Sum				
3	T1-400	N/A	Project Management Hours (on-site and off-site project management) at Dollars & Cents per Each				
4	T1-401	N/A	Engineering Hours (network architecture planning, low level design, survey, submittals, transition plan, programming) at Dollars & Cents per Each				
5	T1-402	N/A	Technician Hours (on-site replacement of equipment and cable transition) at Dollars & Cents per Each				

PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM

TOTAL FUNDING YEAR 3 BID PRICE: \$ _____ (Amount in Figures)

_____ (Amount in Words)

LIQUIDATED DAMAGES: Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written “Notice-to-Proceed (NTP)” which will specify an effective date for the Contractor to begin work at the site. See Section 80-02 for more information on the NTP and Section 80-08 for the Contract Duration.

Should work continue beyond time specified above, and no time extension has been granted via the Change Order process, then liquidate damages will be assessed to the Contractor for each and every calendar day the work remains uncompleted.

Liquidated damages for this project shall as indicated in Section 80-08 for Contractor’s failure to complete any work area within the duration stipulated in Section 80-08.

The undersigned affirms that in making such bid, neither he or she nor any company that they may represent, nor anyone in behalf of him or her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other bidder or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned further agrees that if awarded the Contract he or she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided in the Special Provisions and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

In submitting this bid, it is understood that the right is reserved by the Owner to the fullest extent permitted by law to waive any informality or irregularity in any bid or bid guaranty, to reject any and all bids, to re-bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive bidder to such extent as may be beneficial to the Owner in its sole discretion.

The undersigned attaches hereto a cashier’s check, certified check or Bid Bond in the sum of _____ Dollars (\$ _____), payable to the Rhode Island Airport Corporation, as required in the Information for Bidders, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him or her, to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such bid and that the cashier’s check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier’s check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her bid.

A bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information

regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

The bidder shall furnish similar statements executed by each of his or her first-tier and second-tier Subcontractors whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such Subcontractors before awarding such Subcontractors. No subcontract shall be awarded to any non-complying Subcontractor.

The undersigned affirms that he or she has completed all of the blank spaces in the “Bid Form”, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of Rhode Island were used in the preparation of this “Bid Form”.

SIGNATURE OF BIDDER

* Signed _____
 By: _____
 Title: _____
 Date: _____

This proposal includes Addendum Number(s): _____
(Fill in numbers(s) if Addendum(s) are issued)

Address of permanent place of business to which Notice-to-Proceed should be sent:

Email Address: _____

*Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of: (_____)

County of: (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me Known, who, being by me duly sworn, did depose and say to me that he/she resides at _____,

_____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument, and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of (_____)

County of (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of (_____)

County of (_____)§

On this _____ day of _____, 20_____, before me personally came
and appeared _____ to me known and known to me to be the person described
in and who executed the forgoing instrument and acknowledged that he/she executed the same.

(Seal) _____
Notary Public

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT (SWORN AFFIDAVIT)

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(SWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), being duly sworn, do

depose and say: on behalf of _____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport Corporation ~~Construction~~ Contract Number 36661.

County of _____

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____ 20____

My commission expires _____

Signature and Seal of Notary Public

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT (UNSWORN AFFIDAVIT)

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the sworn affidavit (as stated on the previous page) or the unsworn declaration as prescribed below:

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT (UNSWORN
AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), under penalty of perjury

under the laws of the United States, do depose and say: on behalf of _____
that said Contractor has not, either directly or indirectly, entered into any agreement, participated in
collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode
Island Airport Corporation ~~Construction~~ Contract Number 36661.

County of _____

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____ 20____

My commission expires _____

Signature and Seal of Notary Public

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:	
6. Federal Department Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity, (if individual, last name, first name, MI)	10b. Individuals performing Services (including address if different from No. 10a.), (if individual, last name, first name, MI)	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify _____	
12. Form of Payment (check all that apply): a. cash b. In-kind; _____ specify; _____ nature _____ value _____		
14. Brief Description of services preformed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material	Signature: _____	

representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure	Print Name: _____ Title: _____ Telephone No. _____ Date: _____	
<i>Federal Use Only</i>		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION**

In accordance with the Code of Federal Regulations, part 49, CFR Section 29.510, the prospective primary participant _____ (Name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his / her knowledge and belief, that it's principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification?
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial or award, but will be considered in determining contractor responsibility. For any exception note, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanction. If an exception is noted, the contractor must contact the Corporation to discuss the exception prior to award of the contract.

Signature of Authorized Agent

Date

REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:

A certification of Nonsegregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause.

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

Name and Title of Signer (*please type*)

Signature

Date

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

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project: Network Refresh – Procurement, Installation, and Programming
2. Number of Project: RIAC Contract No. 36661
3. Total Dollar Amount of Bid: \$ _____
4. Disadvantaged Business Enterprise Participation: \$ _____
 - a. Name of Bidder _____
Address _____
Phone(s) _____
 - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)

Total of listed amounts \$ _____

(Use back of sheet for additional space, if needed)

Contractor: _____

By: _____

Address: _____

Phone Number: _____ Zip Code: _____

**LETTER OF INTENT TO PERFORM
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: _____ Project: Network Refresh – Procurement, Installation,
(Name of Contractor) and Programming

Reference #: _____

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

Subcontractor: _____ Contract Amount _____
(Name)

Supplier: _____ Contract Amount _____
(Name)

The Bid Price agreed upon is: \$ _____ Dated _____

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

(Date)

(Name of Disadvantaged Company)

*As determined by _____

(Signature of Authorized Official)

(Title of Authorized Officer)

DBE WAIVER FORM

(Required for All Bids Requesting Waiver of the use of DBE's Stated in Section 00750)

I, _____, _____, of _____
(Name) (Address) (Company)

certify that on _____, I contacted the following DBE Contractors to obtain a bid for work
(date)

items to be performed on Contract Number 36661

DBE Contractor Name and Address	Work Items Sought

_____	_____
_____	_____
_____	_____

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

Signature: _____

Date: _____

This portion to be completed by DBE Contractor:

_____ was offered an opportunity to bid or make an offer on the above
(Name of DBE)

identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

Signature: _____

Title: _____

CONTRACTOR QUALIFICATION FORM

Instructions:

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is MANDATORY and will be utilized by RIAC as a basis for determining the qualified lowest bid, and subsequent award.

PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.

Firm: _____ President: _____

Address: _____ Phone: _____

_____ Fax: _____

Federal ID#: _____ Contact: _____ Former Company Name: _____

Years performing work specialty: _____ Work Now Under Contract:

\$ _____

Bank Reference: _____ Work in Place Last Year: \$ _____

Address: _____ Average Annual Sales Last 3 Years.: \$ _____

Value Of Capital Equipment Owned: \$ _____

Bonding Company: _____ Bonding Agent: _____

Total Bonding Capacity: \$ _____ Address: _____

Work Currently Bonded: \$ _____

Work Now Under Contract: \$ _____

Bonding Companies Best Rating: _____ Bonding Agent's Phone: _____

Is Firm In Compliance with all EEO Requirements? Y N Has Firm Ever Failed To Complete A Contract?: Y N

Has Firm Ever Been Involved In Bankruptcy Or Re-organization? Y N Are There Any Claims Against The Firms?: Y N

Are There Any Pending Judgments Against The Firm?: Y N

(IF THE ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

Insurance: (“CLAIMS-MADE” GENERAL LIABILITY IS UNACCEPTABLE)

Submit Sample Certificate Of Insurance Showing Coverage And Limits For General Liability, Automobile Liability, Excess Umbrella Liability, And Worker’s Compensation.

Experience Modification Rating: _____

Agency’s Name: _____

—

Contact’s Name: _____

Contact’s Phone: _____

—

Safety:

Attach Log And Summary Of OSHA violations and any fines or settlements for the past 36 months

Attach Log And Summary Of Occupational Injuries And Illnesses As Required By the U.S. Dept. Of Labor For The Past 36 Months (OSHA Form No. 200)

OSHA Recordable Incident Rate (Current Year): _____ OSHA Lost Days Away Incident Rate (Current Year): _____

List Four (4) Or More Most Significant Projects Completed Within The Last Five (5) Years:
Refer to Section 00100, paragraph XI.

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY

Please list **key personnel** available for project and describe responsibilities of each:

Total Firm Staff Employed for this project: _____ Total Staff Employed Firm-wide: _____

Please list **key equipment** available for project and whether Firm owns or leases equipment:

List Three (3) Or More Most Significant Projects Currently Under Construction:

Refer to Section 00100, paragraph XI

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY

THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S FINANCIAL STATEMENT, CERTIFIED BY CERTIFIED PUBLIC ACCOUNTANT, WITHIN 5 DAYS OF REQUEST BY RIAC.

THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S CONTRACTOR QUALIFICATION FORM TO RIAC, IF REQUESTED, WITHIN 5 DAYS OF BID OPENING.

This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: _____

Name: _____

Title: _____

PROJECT SUBCONTRACTORS

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List only firms that will supply labor at the site. Failure to provide this information may result in the bid being considered non-responsive.

SUBCONTRACTOR	DBE (Y/N)	TRADE	CONTRACT WORK ITEM(S) TO BE PERFORMED	VALUE (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Respectfully Submitted: Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT
REQUIREMENTS

The bidder/offeror certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in Section 00950, Federal Contract Conditions and Section 00960, Executive Orders and that compliance with said references will be incorporated into the terms of the Contract documents.

I hereby certify that I have read and will comply with all of the above requirements.

Signature of Authorized Contractor and/or Consultant Representative

Date

Certificate of Buy American Compliance for Manufactured Products

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

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

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

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

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

Date

Signature

Company Name

Title

CERTIFICATION OF OFFERER/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

- a) 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.
- b) The applicant represents that it is () is not () 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.

Date

Signature

Company Name

Title

EQUAL EMPLOYMENT OPPORTUNITY 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 bids.

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.
2. The Bidder (proposer) has _____ has not _____ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
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) does _____ does not _____ employ fifty (50) or more employees.

(Name of Bidder)

BY:

(Signature)

TITLE:

DATE:

BID BOND

STATE OF _____)
) §
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENT that we, _____
as Principal, and _____ as Surety, are
held and firmly bound unto the Rhode Island Airport Corporation, hereinafter called the Owner,
in the Penal sum of _____
Dollars (\$ _____) for the payment of which sum well and to be
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally firmly by these presents.

WHEREAS, the Principal, on the _____ day of _____, 20____ entered into
a certain Contract with the Owner, hereto attached, for Contract entitled

**Network Refresh – Procurement, Installation, and Programming
Rhode Island T.F. Green International Airport
Providence, Rhode Island
RIAC ~~Construction~~ Contract No 36661**

NOW THEREFORE, IF THE Principal shall not withdraw said Bid(s) within One Hundred Twenty (180) calendar days after date of opening of the same, and shall within five (5) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Oblige in accordance with the Bid(s) as accepted, and give a Performance Bond and a Payment Bond with good and sufficient surety or sureties, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the proper payment of all persons furnishing labor or materials in connection therewith, or in the event or withdrawal of said Bid(s) within the period specified, or in the event of failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said (Bid(s) and the amount of which the Oblige may procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this _____ day of _____, 20____.

PRINCIPAL (If Sole Proprietor or Partnership)

(Firm Name)

ATTEST :

By: _____
(SEAL)

Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Impress Corporate Seal)

(Corporation Name)

By: _____
(President)

Attest: _____
(Secretary)

SURETY:

By: _____
Attorney-In-Fact
(Power of Attorney Must Be Attached)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: Rhode Island T.F. Green International Airport, Providence, Rhode Island

Project Name: Network Refresh – Procurement, Installation, and Programming

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SCPD) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written;

I certify that I will provide the information required in the SCPD prior to the start of construction work, if awarded this Contract, and that I will provide any additional information requested by the Airport Owner.

Printed Name of Signer

Signature

Title

Date

END OF PROPOSAL FORMS

SECTION 00500
PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT

ARTICLE I. PARTIES

A. ADDRESS

THIS CONTRACT, entered into as of _____, 2022 by and between the Rhode Island Airport Corporation (hereinafter referred to as “RIAC”), and **Consultant Name, Address,** (hereinafter referred to as the “Consultant”), who shall render certain technical and professional consulting services herein after described in this Contract in connection with the **PROJECT DESCRIPTION** at **Airport, CITY, RI (CODE)**. In consideration of the mutually covenanted terms and conditions herein, the RIAC and Consultant agree that:

B. EMPLOYMENT OF COMPANY

RIAC hereby engages Consultant, and Consultant hereby agrees to perform the services hereinafter set forth in connection with the attached Scope of Services in Exhibit B. This Contract will be lump sum and means that the consultant shall be paid a fixed amount to perform the scope(s) of work defined per task(s) and/or phase(s) in the applicable Exhibits A and B. The Lump Sum is inclusive of labor, overhead, direct non-salary expenses; and profit and shall be invoiced on a monthly basis on a percentage complete basis in accordance with Exhibit G.

C. MODIFICATION

This Contract may not be modified unless such modification is in writing and signed by both parties to this Contract.

D. PARTS INCORPORATED

The Contract, together with the Request for Qualifications (RFQ) specifications issued by RIAC seeking a proposal **on DATE**, the documents submitted by Consultant in response to the RFQ, and attached exhibits, constitute the “Contract Documents” and are incorporated by reference. The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all. In the event of a conflict between the terms and conditions of the Contract Documents, the more restrictive on the Consultant shall control.

E. CONTROLLING PARTS.

Except as provided herein, if there is a conflict or inconsistency between the provisions of the Articles or exhibits of this Contract; the Articles control over the exhibits.

F. TERM OF CONTRACT

Subject to the provisions for termination herein, the term of this Contract is through **DATE**.

G. TABLE OF CONTENTS

RIAC and Consultant hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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- H.** DBE Participation Report
- I.** Consultant Affidavit and Release of All Liens and Claims
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- K.** RIAC Drug-Free Workplace Policy

ARTICLE II. DEFINITIONS

As used in this Contract, the following terms have the meanings given below:

"Airport" means **Airport, CITY, RI (AIRPORT CODE)**, located at **Airport Address**

"Applicable Law" means any law, rule, regulation, requirement, guideline, action, determination or order of any governmental body having jurisdiction, applicable from time to time to

"Basic Services" or "Services" means the services set forth herein and in Exhibit B, Scope of Services hereto, and which Consultant agrees to provide to RIAC pursuant to the terms and conditions of this Contract.

"Construction Cost" means the direct actual cost to RIAC of all ~~construction~~ contract items for the Project, including labor, materials and equipment required for the Project and reflected by the actual ~~construction~~ contract(s) or, if no contract(s) are awarded, the lowest bona fide bid received plus the total value of all labor, material and equipment purchased or furnished directly by RIAC for the Project, but excluding: (1) fees or other costs of consulting, legal and related services; (2) cost of land and rights-of-way; (3) RIAC's administrative expenses; and (4) any additional exclusions that may be listed in Exhibit B, Scope of Services.

"Construction Documents" mean all of the graphic and written information prepared or assembled by Consultant or RIAC for communicating the design and for the bidding and construction of the Project.

"Contract" means this document, including all attached exhibits and amendments to this document by written agreement of the parties.

"Consultant" means **Consultant Name, Consultant Address**.

"Environmental Laws" means all applicable federal, state and local statutes, ordinances, regulations, rules, policies, codes or guidelines now or hereafter in effect, as same may be amended from time to time, including permits and authorizations issued subsequent thereto by competent authority, which govern Hazardous Materials or relate to the protection of human health, safety or the environment, and shall include but not be limited to: the Federal Insecticide, Fungicide, and Rodenticide Act, Title 7 U.S.C. Section 136 et seq.; the Safe Drinking Water Act, Title 42 U.S.C. Section 300(f) et seq.; the Oil Pollution Act of 1990, Title 33 U.S.C. Section 2701 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, Title 42 U.S.C. Section 9601 et seq. and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, Stat. 1613 et seq.; the Toxic Substances Control Act, Title 15 U.S.C. Section 2601 et seq.; the Clean Air Act as amended, Title 42 U.S.C. Section 7401 et seq.; the Clean Water Act, Title 33 U.S.C. Section 1251 et seq.; the Hazardous Materials Transportation Act, Title 49 U.S.C. Section 1801 et seq.; and the Resources Conservation and Recovery Act, Title 42 U.S.C. Section 6901 et seq.

"Force Majeure" means fires, floods, explosions, and other acts of God, war, terrorist acts, or riots beyond the reasonable control of the party claiming Force Majeure.

"Hazardous Materials" shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to, asbestos and asbestos containing materials, petroleum products such as crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, lead, or any other

Design Services for

Project Description at Airport, City, RI

RIAC Contract No. XXXXX, Purchase Order Number XXXXX;

CIP No. XXX.XXX; AIP No. 03-44-000X-XXX-202X

substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released. Hazardous Materials shall also mean any and all hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws.

"Senior Vice President & Chief Operations Officer" means the Senior Vice President & Chief Operations Officer of the Rhode Island Airport Corporation, or his/her designee.

"Minimum Rating" means a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the date of this Contract, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined in the sole discretion of the Chief Financial Officer of RIAC.

"Notice to Proceed" means a written communication from the Senior Vice President & Chief Operations Officer to Consultant instructing Consultant to begin performance.

"Project" means scope of project as fully described in Exhibit A.

"Project Schedule" means a schedule of Project activities and events, showing initiation point, duration, and ending points. The preliminary Project Schedule is attached as Exhibit D. It is the intent that tasks associated with dates and durations be finalized as depicted.

"Rating Service" shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of RIAC.

"Reimbursable Expenses" means (i) the ordinary and reasonable cost of copying and printing (excluding such for Consultant's internal use), postage, message and delivery services incurred by Consultant in the course of its performance under this Contract; and (ii) sales and use tax which Consultant is legally required to pay arising from Consultant's services under this Contract, if upon the request of RIAC, Consultant provides documentation supporting the payment of such legally required tax.

"Services" or "Basic Services" means the services set forth herein and in Exhibit B, Scope of Services hereto, and which Consultant agrees to provide to RIAC pursuant to the terms and conditions of this Contract.

"Subcontract Cost" means the ordinary and reasonable cost of subcontracts made by Consultant for services rendered under this Contract.

"Staffing Organization Chart" means Consultant's organizational structure and staffing assignments for key positions on the Project as shown in Exhibit E.

ARTICLE III. RIGHTS AND DUTIES OF CONSULTANT

A. SERVICES OF CONSULTANT

1. Services in General

Consultant shall perform the following services, (together with the scope of services set forth in Exhibit B, hereto, the "Services"):

- (a) Provide all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, warranties, and incidentals necessary to perform professional consulting and services as defined in Exhibit B, Scope of Services;
- (b) Coordinate its performance with RIAC staff, and all governmental entities having jurisdiction over the Project;
- (c) Make periodic written reports, meeting notes, and recommendations with respect to conditions, transactions, situations or circumstances encountered by Consultant relating to its services under this Contract;
- (d) Attend meetings with representatives from RIAC, local, State and Federal agencies, contractors, and others, as required;
- (e) Provide copies of written materials prepared by it or made available to it under this Contract, upon request by RIAC;
- (f) Meet the standards prevailing in its profession for consulting services performed for similar projects in Rhode Island;
- (g) Ensure the professional quality, technical accuracy and coordination of all Construction Documents prepared by the Consultant and services under this Contract;
- (h) Correct or revise all errors and deficiencies in any documents prepared by the Consultant as directed by RIAC; no compensation will be paid for corrections or revisions;
- (i) To ensure adequate review and evaluation of the work and proper coordination among interested parties, RIAC shall be kept fully informed at all times concerning the Consultant's Services being performed by Consultant under this Contract. Review and progress meetings shall be held at times as identified in the Scope of Services. Copies of any material to be discussed or reviewed at such meetings shall be furnished to RIAC for review within a reasonable time prior to each such meeting;
- (j) Consultant shall, at the request of RIAC, furnish RIAC with its work-product to be rendered pursuant to this Contract as such work-product is completed, or as otherwise directed by RIAC.

2. Basic Services

The Basic Services in this Contract are divided into phases and tasks as set forth in Exhibit B. Consultant shall perform the services required for each phase only after it receives written notice of acceptance of the preceding phase, a Notice to Proceed, and assurance that adequate funds have been allocated. RIAC is not required to proceed with this Contract after completion of Consultant's

services for any phase or task. If RIAC terminates this Contract prior to the completion of one or more phases, RIAC shall notify Consultant in writing of its intent to terminate this Contract under Article V.

3. Special Services

Consultant shall perform Special Services only in response to a Letter of Authorization ("LOA") signed by RIAC. An LOA will describe the scope of work included in Special Services, the length of time to perform such Special Services, and the maximum amount of compensation that may be earned for the performance of such Special Services. Payment for Special Services shall be in the form of either a lump sum, or reimbursement of actual hourly salary costs based on salary costs and Reimbursable Expenses, as specified in the LOA. Any and all LOA's issued shall be incorporated herein and be consistent with the terms and conditions expressed within this Contract.

4. Reimbursable Expenses

RIAC will reimburse Consultant for Reimbursable Expenses incurred while providing Services under this Contract as indicated in the Scope of Services.

B. TIME OF PERFORMANCE

Consultant shall perform the Services set forth in Exhibit B in accordance with the time schedule shown on Exhibit D, the Project Schedule. Except for the circumstances identified in Article VI (8) of this Contract, Force Majeure, Consultant shall perform the Services within the time periods identified in Exhibit D, with each period commencing upon Consultant's receipt of a Notice to Proceed from RIAC.

C. CONSULTANT'S PERSONNEL AND LICENSING

Consultant shall perform the Services under this Contract through its employment of individuals listed in Exhibit E, its Staffing Organization Chart. Consultant may revise its Staffing Organization Chart only with the prior written approval of RIAC. Any revision must be requested within ten days after Consultant receives a written Notice to Proceed with a specific phase of Basic Services or a particular task under Special Services. Any revised Staffing Organization Chart shall include the following information for each professional-level employee proposed for assignment on the Project:

1. Name of employee;
2. Description of Project task(s);
3. Applicable registration;
4. Principal office of employment;
5. Summary of relevant experience; and
6. Date and expected duration of assignment

At RIAC's discretion, for any reason, RIAC may require removal from the Project of any employee of Consultant providing Services under this Contract. During the term of this Contract, Consultant must obtain, maintain and pay for all licenses, permits, and certificates, including all professional licenses required by any statute, ordinance, rule or regulation. If Consultant does not maintain these professional licenses, RIAC may terminate this Contract in accordance with the provision of Article V (A), herein. Consultant shall immediately notify RIAC of any suspension, revocation, or other negative action involving its license or the license of any person who has acted or is acting on behalf of the Consultant on the Project.

D. ASSIGNMENT OF OWNERSHIP OF INTELLECTUAL PROPERTY

Consultant acknowledges and agrees that all ideas and concepts first conceived, created and developed by Consultant for RIAC shall be provided to RIAC in the electronic medium specified by RIAC, and upon payment to the Consultant of all amounts due hereunder, be the sole and exclusive property of RIAC and shall be in the name of RIAC, including but not limited to all intellectual property, e.g., copyrights, trademarks, service marks. Consultant shall have a right to retain copies of such documents and other materials for its records. Consultant further acknowledges and agrees that the expression of said ideas and concepts shall be “works made for hire” as that term is used in the copyright laws of the United States, as set forth in 17 U.S.C. 101, et. seq. Notwithstanding the foregoing, Consultant agrees that to the extent, if any, that Consultant may be deemed an “author” of any material expressing said concepts and ideas, Consultant hereby grants, assigns and transfers to RIAC exclusively, perpetually and throughout the world all right, title and interest in and to said material and intellectual property, including but not limited to ownership of the Construction Documents. Consultant shall take any actions RIAC may request to confirm RIAC’s ownership of such intellectual property. It is understood that any reuse of documents or other data, in whole or in part, for work not covered by this Contract without the written consent of the Consultant, will relieve the Consultant and their sub-consultants of all liability pertaining to such reuse.

The Consultant shall include the provision contained in the above paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the applicable regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as RIAC or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request RIAC to enter into such litigation to protect the interests of RIAC and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

E. CONFIDENTIALITY

Consultant recognizes that some of the documents to be prepared under this Contract and all RIAC data received by Consultant are confidential. Consultant shall not divulge this information except as necessary for the performance of its duties under this Contract, with approval in writing by RIAC or as otherwise required by law. This section shall not apply to any and all information or documents that are already public or become public due to no fault of the parties or is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. The provisions of this section shall survive the expiration and termination of this Contract.

F. INSURANCE

1. Commercial General Liability Insurance.

(a) The Consultant and all subconsultants and subcontractors shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, commercial general liability insurance coverage (the “CGL Coverage”), with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage. Each insurance policy providing the CGL Coverage shall name RIAC and the State of Rhode Island and their respective current and former commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to

any other valid and collectible insurance or self-insured retention RIAC may possess or retain. Any insurance coverage maintained by RIAC shall be considered excess insurance only.

(b) Each insurance company issuing an insurance policy providing the CGL Coverage shall be (i) admitted to do business in the State of Rhode Island and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by RIAC. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of RIAC.

2. Automobile Liability Insurance.

(a) The Consultant and all subconsultants and subcontractors shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than \$1,000,000 per occurrence, that insures against claims, damages, losses and liabilities arising from automobile related bodily injury, death and/or property damage. Each insurance policy providing the Auto Coverage shall name RIAC, the State of Rhode Island and their respective current and former commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention RIAC may possess or retain. Any insurance coverage maintained by RIAC shall be considered excess insurance only.

(b) Each insurance company issuing an insurance policy providing the Auto Coverage shall be (i) admitted to do business in the State of Rhode Island and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by RIAC. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of RIAC.

3. Workers' Compensation Insurance.

(a) The Consultant and all subconsultants and subcontractors shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, workers' compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease, and \$500,000 policy limit for disease.

(b) Each insurance company issuing an insurance policy providing the WC Coverage shall be (i) admitted to do business in the State of Rhode Island and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by RIAC. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of RIAC.

4. Professional Liability Insurance.

(a) The Consultant shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, professional liability insurance coverage (the "PL Coverage"), with coverage limits of not less than \$2,000,000 per claim and \$2,000,000 in aggregate, that insures against claims, damages, losses and liabilities arising from any errors, omissions or negligent acts of the Consultant in the performance of professional services under this Contract. The policy Prior Acts or Retroactive Date shall at all times precede the effective date of this Contract. The Consultant and all subconsultants and subcontractors also shall maintain the PL Coverage for a

period of three (3) years after all services and work required under the terms of this Contract have been completed by the Consultant and all subconsultants and subcontractors or after the Consultant and all subconsultants and subcontractors have been terminated by RIAC, whichever shall last occur.

(b) Each insurance company issuing an insurance policy providing the PL Coverage shall be (i) rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by RIAC. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of RIAC.

5. Umbrella Liability Coverage Requirements

(a) The Consultant and all subconsultants and subcontractors shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, umbrella liability insurance coverage (the "UL" Coverage), with coverage limits of not less than \$10,000,000 per occurrence for primary layer airfield construction services and \$1,000,000 per occurrence otherwise, that insures against all claims, damages, losses and liabilities arising out of Consultant and all subconsultants and subcontractors performance of services under this Contract. Each insurance policy providing the UL Coverage shall name RIAC and the State of Rhode Island and their respective commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention RIAC may possess or retain. Any insurance coverage maintained by RIAC shall be considered excess insurance only.

(b) Each insurance company issuing an insurance policy providing the UL Coverage shall be (i) admitted to do business in the State of Rhode Island and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by RIAC. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of RIAC.

6. General Insurance Requirements.

(a) For purposes of this Contract, the CGL Coverage, the Auto Coverage, the PL Coverage, the WC Coverage, and the UL Coverage are collectively referred to as the "Insurance Coverages". The Consultant and all subconsultants and subcontractors agree that each insurance policy providing any of the Insurance Coverages (i) shall not be altered, modified, cancelled or replaced without thirty (30) days prior written notice from the Consultant to RIAC, (ii) shall provide for a waiver of subrogation by the issuing insurance company as to claims against RIAC and its commissioners, officers and employees, (iii) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by RIAC and that such insurance policy shall not be brought into contribution with any insurance maintained by RIAC, and (iv) shall have a term of not less than one year.

(b) RIAC shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by RIAC's insurers, so long as RIAC agrees to reimburse the Consultant for any increases in insurance premium costs resulting solely from any such change. The Consultant shall provide, prior to the commencement of the Consultant's performance under this Contract, one or more certificates of insurance which shall indicate that the Consultant maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of this Contract. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described

therein shall give to RIAC written notice of the cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of such cancellation or the expiration date of such insurance policy, as applicable. Upon receipt of a written request from RIAC, the Consultant also agrees to provide to RIAC duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Consultant to evidence the WC Coverage shall specifically certify that the insurance policy or policies which provide the WC Coverage cover the Consultant's activities in the State of Rhode Island.

(c) If the Consultant shall at any time fail to obtain or maintain any of the Insurance Coverages, RIAC may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to RIAC by the Consultant upon demand therefore or set-off by RIAC against funds of the Consultant held by RIAC or funds due to the Consultant. The Consultant hereby grants, approves of and consents to such right of set-off for RIAC. If any of the Insurance Coverages cannot be obtained for any reason, RIAC may require the Consultant to cease any and all work under this Contract until all Insurance Coverage are obtained. If any of the Insurance Coverages are not obtained within a period of time to be determined solely by RIAC, then RIAC may terminate this Contract.

(d) It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Consultant for its acts or omissions as provided in this Contract.

G. INDEMNIFICATION AND HOLD HARMLESS

1. Indemnified Parties.

For purposes of this Contract, the term "Indemnified Parties" shall mean RIAC and the State of Rhode Island and/or their current and former commissioners, officers, employees, agents, servants, representatives, consultants, subconsultants, affiliates, subsidiaries, successors and assigns.

2. Indemnification.

- (a) **Negligent or Intentional Act or Omission:** The Consultant agrees to indemnify, and defend and hold each of the Indemnified Parties harmless from and against losses, costs, damages, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by any negligent act, willfully tortious act, error or omission, of the Consultant or any of the Consultant's officers, consultants, subconsultants, subcontractors, agents, representatives or employees in the performance of Services under this Contract.
- (b) **Ownership or Use of the Construction Documents:** The Consultant agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) arising from the ownership or use of the Construction Documents, including, without limitation, claims of infringement of property rights by a third party.
- (c) **Hazardous Materials and Environmental Laws:** The Consultant agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration

expenses) arising from any negligent or intentional act or omission of the Consultant or any of the Consultant's officers, consultants, subconsultants, subcontractors, agents, representatives or employees with respect to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by RIAC or a third party with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (ii) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (iii) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (iv) any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on the Airport premises or other areas; or (v) any violation of any applicable Environmental Laws.

- (d) **Supersede and Survival:** The Consultant's indemnity and defense obligations under this Section G of Article III to this Contract, shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this Contract for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.
- (e) **Indemnification Limitation:** In claims against an Indemnified Party, by an employee of the Consultant or its subcontractor, subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section G of Article III to this Contract shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

H. COMPLIANCE WITH LAWS

Consultant shall exercise the required professional care in its efforts to comply with all federal, state, and local laws applicable to the rendering of the Services by Consultant under this Contract and all rules and regulations of RIAC and any other governmental agencies.

Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, CFR, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

I. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

During the performance of this Contract, the Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant 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, national origin, disability, or creed. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or creed.
3. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under 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.
4. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Consultant 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.
6. In the event of Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant 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.
7. Consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

J. NON-PARTICIPATION

Consultant shall not participate in the bidding process as a bidder and shall not engage in construction of the Project.

K. CONFLICTS OF INTEREST

If an actual or potential conflict arises between the interests of RIAC and the interests of other clients represented by Consultant regarding this Project, Consultant shall immediately notify RIAC in writing. If RIAC consents to Consultant's continued representation of these other clients, it will notify Consultant in writing. If RIAC does not issue such written consent within three business days after receiving Consultant's notice of an actual or potential conflict, Consultant shall immediately terminate its representation of these other clients if such termination is permitted by contract. If Consultant does not or cannot resolve the conflict of interest arising from its representation of other clients through termination of such contracts or by other means within the time period reasonably set by RIAC, the

RIAC shall terminate this Contract immediately without providing any further opportunity to cure under Article V. Nothing in this section shall be construed by Consultant as an attempt to interfere with any contract between Consultant and a third party, and the indemnification and hold harmless provisions of this Contract apply to any litigation involving RIAC arising from this Section.

L. AIRPORT SECURITY

Consultant understands and agrees that fines and/or penalties may be assessed by the Transportation Security Administration for Consultant's non-compliance with the provisions of Title 49 CFR Part 1542 entitled "Airport Security", as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Consultant's operations. Any fines or penalties assessed against RIAC because of Consultant's non-compliance with Title 49 CFR Part 1542 or other applicable laws or regulations must be reimbursed to RIAC by Consultant within ten days of receipt of written notice from RIAC stating the amount of the fine or penalty. Consultant's failure to reimburse RIAC within ten days may result in immediate termination of this Contract without any further opportunity to cure under Article V.

M. ENVIRONMENTAL LAWS

1. Consultant shall comply with all Environmental Laws.
2. Failure to comply with the Environmental Laws shall be considered a default that may result in the termination of this Contract by RIAC. Further, any fines or penalties that may be levied against RIAC by the Environmental Protection Agency or the Rhode Island Department of Environmental Management (RIDEM), the Rhode Island Department of Health, the Rhode Island Department of Labor and Training, or any other governmental agency, arising from or related to Consultant's failure to comply with the Environmental Laws shall be reimbursed to RIAC by Consultant within ten days of receipt of an invoice from RIAC for such fines or penalties. Consultant's failure to reimburse RIAC within ten days may result in immediate termination of this Contract, without any further opportunity to cure under Article V.
3. Consultant shall not present, use, generate, release, emit, discharge, store, dispose or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or facilities subject to this Contract, other than in strict compliance with all applicable Environmental Laws.
4. RIAC and Consultant agree to provide each other, upon request, with any non-privileged information collected and submitted to any government entity(ies) pursuant to applicable permits or authorizations.
5. All such remedies of RIAC with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination and or expiration of this Contract.
6. Consultant acknowledges that RIAC follows a Rhode Island Pollutant Discharge Elimination System (RIPDES) permit issued by RIDEM to comply with the Clean Water Act and that RIAC operating permits pertaining to air emissions issued by RIDEM and sewer discharge permits issued by the Warwick Sewer RIAC. The Consultant acknowledges that close cooperation is necessary to ensure compliance with permit terms and conditions, as well as to ensure safety and minimize costs.

N. DRUG-FREE WORKPLACE

Consultants shall maintain, enforce and submit to RIAC, a Drug Free Workplace Policy at least as stringent as the Policy enforced by RIAC attached hereto as Exhibit K.

O. KICKBACKS PROHIBITED

RIAC prohibits any person from:

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting or attempting to accept any kickback; or
3. Including directly or indirectly, the amount of any kickback in the contract price.

"Kickback" as used in this clause means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Consultant, Consultant employee, subconsultant or subconsultant employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Consultant in connection with a subcontract relating to a prime contract.

ARTICLE IV. RIGHTS AND DUTIES OF RIAC

A. PAYMENT

1. Fees In General

RIAC shall pay fees to Consultant as specified in Article IV for all services rendered by Consultant in accordance with the terms and conditions of this Contract, subject to appropriations made by RIAC.

2. Service Fees; Method of Payment

(a) RIAC shall pay the following lump sum fees, to Consultant for Services rendered by Consultant in accordance with the terms and conditions of this Contract, as follows:

Phase I - Preliminary Design	Lump Sum Fee \$XX
Phase II - Final Design	Lump Sum Fee \$XX

(b) RIAC shall make partial payment of the fees on the basis of monthly invoices submitted by Consultant and approved by RIAC. The invoice template to be used by the Consultant for invoice submittals is included in Exhibit G. The invoice template must be completed to show the percentage of total services completed in each phase, any Special Services, and Reimbursable Expenses in the preceding month, and the amount due for the Services for the month being billed. With each monthly invoice, the Consultant shall submit a brief narrative of the Services performed in the preceding month, a list of the planned activities for the following month and an updated Project Schedule. Invoices are to be submitted electronically as a single PDF document with items in the order discussed above. One hard copy shall also be submitted. The amount of partial payment due for Services performed during each phase is a percentage of the lump sum fee equal to the percentage of Services performed for the phase during the period covered by the invoice, plus Special Services and Reimbursable Expenses. After the Consultant has completed the performance of all required services for each phase, RIAC shall pay Consultant the total amount owed for that phase less any amounts paid under the monthly invoices.

(c) Upon completion of each phase of work, Consultant shall submit an affidavit and release of all liens and claims (Exhibit H and Exhibit I) to RIAC. RIAC may periodically request an interim affidavit and release of all liens and claims throughout the term of the Contract, and Consultant shall

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submit any such requested affidavits.

(d) The invoices shall be paid within 30 days of approval by RIAC. Neither partial payments made nor approval of invoices or services by RIAC, constitute final acceptance or approval of Consultant's services to which the partial payment or approval relates nor does such relieve Consultant of any obligations under this Contract.

3. Fees For Special Services; Method Of Payment

Subject to all the terms and conditions of this Contract, RIAC shall pay and Consultant shall accept as full compensation for any Special Services described and as approved in a LOA, the fees and method of payment specified in an applicable LOA. If hourly cost plus is used, with an agreed upon multiplier of the same, the hourly rates and multipliers in Exhibit F shall be used. To receive payment for Special Services, Consultant must submit invoices following the requirements defined within the LOA. Invoices for Special Services must be submitted for payment within 60 days from the date of completion of the Special Services. Funds may be interchanged between various Special Services and between Special Services and Reimbursable Expenses, when approved in writing by the RIAC.

4. Payment of Subconsultants

Consultant shall make payments to all persons and entities supplying labor, materials, and equipment for this Contract, no later than ten (10) days from the receipt of payment by the Consultant from RIAC. Consultant shall return retainage payments to each subconsultant within ten (10) days following satisfactory completion of the work by the subcontractor. Any delay or postponement of payment that varies from that required in the subcontract may occur only for good cause following written approval of RIAC.

Consultant agrees to protect and indemnify RIAC from any claims or liability arising out of Consultant's failure to make payments to subcontractors as agreed, including but limited to, payment of court costs and reasonable attorneys' fees.

Disputes relating to Consultant's payments to subconsultants who are Disadvantaged Business Enterprises shall be submitted to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. If Consultant does not comply with the decision of the arbitrator, RIAC may terminate this Contract under Article V.

If Consultant receives payment from RIAC for work performed by any subcontractor or for materials provided by any supplier, and Consultant withholds payment to any subcontractor, supplier or other vendor on account of a deficiency in the quality or quantity of the work or materials, RIAC shall withhold a corresponding amount from any pending or future payments to Consultant until RIAC receives sufficient documentation that the deficiency has been remedied. After RIAC receives such documentation, it shall pay the withheld amount to Consultant at the time of Consultant's next scheduled payment.

5. Fees for Reimbursable Expenses; Method of Payment

RIAC requires electronic submittals from the Consultant and hard copies as specified herein. If RIAC requests additional hard copy submittals, it shall compensate the Consultant as follows:

- i. Specifications: no more than \$0.06 cents per page, plus a ten percent (10%) administrative fee;

- ii. 11 x 17 bound plans: no more than \$0.50 per page plus ten percent (10%) administrative fee; and
- iii. Full-size bound plans: no more than \$1.00 per page plus a ten percent (10%) administrative fee

RIAC shall reimburse for overnight or express courier services at the cost to the Consultant.

B. LIMIT OF APPROPRIATION - ALLOCATED FUNDS: LIMITATION OF RIAC'S DUTIES

1. RIAC's duties to pay money to Consultant for any purpose under this Contract are limited in their entirety by the provisions of this Section.
2. RIAC has appropriated and allocated the sum of \$XX to be used to discharge its duties to pay money under this Contract (the "Original Allocation"). RIAC shall never be obligated to pay any money for services rendered or reimbursable under this Contract in an aggregate amount that exceeds the Original Allocation. Consultant must assure itself that sufficient allocations have been made for it to pay for any subconsultant services provided to RIAC on behalf of the Consultant. If allocated funds are exhausted, Consultant's only remedy is suspension or termination of its performance under this Contract. Consultant has no other remedy in law or in equity against RIAC and has no right to damages of any kind.
3. The sum of \$XX has been allocated for Basic Services and the sum of \$.00 has been allocated for Special Services and Reimbursable Expenses.

The parties recognize that officers of RIAC, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Contract. In this case, the aggregate of the Original Allocation and all supplemental allocations effected by notice to Consultant in substantially the foregoing form, if any, are the Allocated Funds.

C. COORDINATION OF PERFORMANCE WITH CONSULTANT

In addition to its other duties under this Contract, RIAC shall perform the following services:

1. Provide information to Consultant concerning the requirements for the Project;
2. Provide existing plans, maps, field notes, statistics, computations, and other data in the possession of RIAC which may assist Consultant in performing the Services under this Contract; and
3. Examine the documents submitted by Consultant and render decisions pertaining to them within a reasonable time to avoid unnecessary delay of Consultant's Services.

ARTICLE V. TERMINATION

A. TERMINATION BY THE RIAC FOR DEFAULT OR MATERIAL BREACH

RIAC may suspend or terminate this Contract at any time, without forfeiture, waiver, or release of any other rights of RIAC, upon default or breach by Consultant in the performance of the Services to be provided by Consultant under this Contract or in observance of or compliance with any of the terms and conditions of this Contract, or if RIAC determines that the Services rendered and/or work performed by Consultant are unsatisfactory in any way. RIAC shall give Consultant seven days prior written notice of such termination and an opportunity to cure the default or breach within said notice period, if not otherwise provided under a separate provision of this Contract. If default or breach is not timely cured, Consultant shall immediately cease or cause to be ceased all Services. Consultant shall invoice and be

paid for only those Services rendered and work performed in accordance with the terms and conditions of this Contract through the date of termination that are reasonably satisfactory to RIAC. Notwithstanding the above, Consultant shall not be relieved of liability to RIAC for damages sustained by RIAC by reason of any breach or default of this Contract by Consultant, and RIAC may withhold any payments to Consultant for the purpose of set-off for such damages sustained by RIAC.

B. TERMINATION BY RIAC FOR CONVENIENCE

RIAC may terminate this Contract at any time for any reason or no reason whatsoever upon 30 days written notice to Consultant of such termination. Consultant shall cease or cause to be ceased all Services upon the expiration of such 30 day period. Consultant shall invoice and be paid for only those Services rendered and work performed through the date of termination. RIAC shall have the right to terminate this Contract for lack of funding at any time, in the same manner as set forth in this subparagraph. Consultant shall not be paid for its anticipated profit for unperformed Services.

C. TERMINATION BY CONSULTANT

Consultant shall have the right to terminate this Contract only for substantial failure of RIAC to perform in accordance with the terms of this Contract. The Consultant shall give RIAC fourteen (14) days prior written notice of such termination and an opportunity to cure the default or breach within said period. If default or breach is not timely cured, Consultant may immediately cease or cause to be ceased all Services. Consultant shall invoice and be paid for Services rendered through the date of termination that are reasonably satisfactory to RIAC.

D. WAIVER OF RIGHTS BY RIAC

Neither any failure nor any delay on the part of RIAC in exercising any right, power, or privilege hereunder, or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power, or privilege. The rights and remedies of RIAC, as stated in this Article V, are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE VI. MISCELLANEOUS

A. FORCE MAJEURE

1. Timely performance by both parties is essential to this Contract. However, neither party will be liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by an event of Force Majeure, and not by such party's failure to perform its obligations under and in accordance with this Contract.
2. If either party shall rely on a Force Majeure act, event or condition as the basis for not performing its obligations under this Contract, then the party relying on such act, event or condition shall (i) provide prompt notice to the other party of the occurrence of the act, event or condition, which shall include an estimation of its expected duration and the probable impact on the performance of its obligations hereunder, (ii) exercise best efforts to continue to perform its obligations hereunder, (iii) in accordance with this Contract, expeditiously use action to correct or cure the act event or condition preventing such performance, (iv) exercise best efforts to mitigate or limit damages to the other party, to the extent such action does not adversely affect its own interests, and (v) provide prompt notice to the other party of the cessation of the Force Majeure event.

3. RIAC may perform Consultant's Services itself or contract for such Services with a third party

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during periods of Force Majeure and withhold from Consultant any payments for such Services from the lump sum amount for the applicable phase in an amount equal to the greater of RIAC's payment of such Services or the percentage of completion of the applicable phase of such Services by such third party. Performance of such Services by RIAC or other entity does not constitute a default or breach of this Contract by the Consultant or RIAC.

4. If the Force Majeure continues for more than fourteen (14) days, RIAC may terminate this Contract by giving seven days written notice to Consultant. Consultant waives any claim it may have for financial losses or other damages resulting from such termination, except for amounts due for Services completed by Consultant, in accordance with the terms and conditions of this Contract, that are reasonably satisfactory to RIAC, prior to the effective date of termination.
5. A strike or work slowdown by the Consultant's employees, among other circumstances, does not constitute Force Majeure under this Contract.

B. SEVERABILITY

If any clause, provision, subsection, Section or Article of this Contract shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effectuate the intent of the parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Contract; and (3) negotiate such changes, in substitution for or addition to the remaining provisions of this Contract as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid portion did not exist.

C. WRITTEN AGREEMENT

All notices, requests, demands, or other communications hereunder shall be in writing unless otherwise noted.

D. DISPUTE RESOLUTION PROCEDURES

The parties agree to endeavor, in good faith and in recognition of the costs and expenses associated with legal proceedings, to resolve and settle among themselves any disputes or controversies pertaining to this Contract. However, if settlement or resolution cannot be reached, the parties agree to the following dispute resolution procedures:

1. **Mediation:** If during the course of this Contract the parties are unable to resolve any dispute or controversy arising out of or relating to the Contract, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). The mediation, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction Industry Rules of the American Arbitration Association. Demand for mediation shall be made in writing. The parties agree to share in the mediator's fee and any filing fees. Any mediation will be held in Warwick, Rhode Island. Agreements reached in mediation shall be as enforceable as settlement agreements. Each party agrees to bear its own attorneys' fees associated with the mediation.
2. **Arbitration and Litigation:** If the mediation described in Section (1) is unsuccessful, then, in

RIAC's sole discretion, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be resolved by either binding arbitration or litigation (filed in the state or local courts of Warwick, Rhode Island). RIAC will notify the Consultant in writing of its election of arbitration or litigation within 20 days after the date of the unsuccessful mediation, and Consultant agrees not to commence any legal action against RIAC until such election is made and communicated. If RIAC elects binding arbitration, it shall be administered, unless the parties mutually agree otherwise in writing, in accordance with the most recent Construction Industry Rules of the American Arbitration Association. Whether arbitration or litigation is elected by RIAC, any hearing shall be held in Warwick, Rhode Island, and the Court or Arbitrator(s) shall have the power to award to the prevailing party its reasonable attorneys' fees, expenses and costs.

3. **Governing Law:** This Contract shall be construed and enforced in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

E. PAYMENTS, NOTICES AND CONSENTS

All written communications, including but not limited to payments, notices, consents and demands must be sent to the addresses shown in Article I or at such other address the receiving party may have prescribed by notice to the sending party. All notices required or permitted by this Contract must be in writing and are considered delivered when actually received or on the third day after being deposited in a United States Postal Service post office, postage prepaid, certified mail, return receipt requested, whichever is earlier.

F. CAPTIONS AND HEADINGS

The captions and headings in this Contract are for the purpose of reference only and shall not limit or otherwise affect any of the terms contained herein.

G. INSPECTIONS, AUDITS AND ENFORCEMENT

1. Consultant shall maintain an acceptable cost accounting system.
2. Representatives of RIAC, the FAA and the Comptroller General of the United States shall have the right to perform, or cause to be performed (1) audits of the books, documents, papers, and records of Consultant (the "Records" which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, and transcriptions); and (2) inspections of all places where services are undertaken in connection with this Contract. Consultant shall be required to keep such Records available for such purpose for at least three years after final payment is made and all pending matters are closed under this Contract. Nothing in this provision shall affect the time for bringing a cause of action, nor the applicable statute of limitations.
3. Consultant covenants to provide to RIAC, the FAA, and the Comptroller General of the United States all Records that RIAC deems necessary to assist in determining Consultant's compliance with this Contract, for audit and/or inspection purposes.
4. Consultant, upon receipt of notice that an inspection is to be made of any or all Records, work in progress or plans for future work, which relate to the services to be provided pursuant to this Contract, shall make such Records available for inspection in Consultant's office where such Records are normally maintained, during normal business hours.
5. The Consultant shall include the provisions of paragraphs 1 through 4 in every subcontract,

including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as RIAC or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the Consultant may request RIAC to enter into such litigation to protect the interests of RIAC and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

H. AWARDING OF OTHER CONTRACTS

RIAC may award other contracts for services on the Project for which Consultant is providing services for under this Contract and Consultant shall cooperate with such other Consultants and shall coordinate its Services to be performed hereunder with the work of the other consultants in such manner as RIAC may reasonably direct, but in all instances shall be entitled to rely on the directions of RIAC. Upon receiving written notice from Consultant that another consultant is failing to coordinate its services with Consultant's Services as directed, RIAC shall investigate the matter and take such action as may be necessary. However, RIAC shall not in any event be liable to Consultant for any damages suffered by Consultant by reason of the failure of another consultant to carry out the directions of RIAC. If Consultant suffers damage by reason of any act or omission of any consultant or subconsultant, Consultant shall have no claim against the RIAC. To the extent the RIAC determines in its sole discretion that acts and omissions of any consultant or subconsultant cause unreasonable or unnecessary delays in Consultant's performance of this Contract, the RIAC may grant an appropriate time extension to Consultant.

I. NO PERSONAL LIABILITY

This Contract does not create any personal liability on the part of any officer, director, agent, or employee of RIAC.

J. ASSIGNABILITY AND SUBCONTRACTS

Consultant shall not assign any interest in this Contract, and shall not subcontract any services to be provided or work to be performed hereunder, without the prior written consent of RIAC.

K. AMBIGUITIES

If any term of this Contract is ambiguous, it shall not be construed for or against any party on the basis of draftsmanship or preparation.

L. SURVIVAL

Consultant shall remain obligated to RIAC under all clauses of this Contract that expressly or by their nature may extend beyond or survive the expiration or termination of this Contract.

M. NON-WAIVER

If either party fails to require the other to perform any term of this Contract, that failure shall not prevent such party from later enforcing that term and all other terms. If either party waives the other's breach of this Contract, that waiver shall not waive a later breach of this Contract.

N. NO EXPENDITURE BY THE RIAC

Except for Article III, nothing in this Contract requires RIAC to pay Consultant or any other party for other services rendered by a third party or for reimbursables claimed by a third party.

O. NO THIRD PARTY BENEFICIARY

This Contract is made for the benefit of the parties, and it does not create any right or benefit enforceable by any third party.

P. SUCCESSORS

This Contract shall bind and benefit the parties and their legal successors.

Q. REMEDIES CUMULATIVE

Except as otherwise provided herein, the rights and remedies contained in this Contract shall not be exclusive, and are cumulative of all rights and remedies now or hereafter existing by statute, at law, or in equity.

R. INTEGRATION

This Contract embodies the entire understanding of the parties, and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

S. DELIVERY OF DOCUMENTS TO RIAC

All documents, data, plans, reports and other materials prepared by Consultant under this Contract shall be provided to RIAC in the following formats: (i) PDF or (ii) AutoCAD.DWG (Version 2018 or later format). All electronic CADD drawings shall be delivered in "model space" format or one complete 2D/3D model. Individual sheet drawing files in "paper" or "sheet" space will not be accepted by RIAC.

All other deliverables shall be issued in PDF format. Specifications shall also be submitted in Microsoft Word, and Opinions of Probable Construction Cost shall be submitted in Microsoft Excel. Paper copies are required as set forth in Exhibit B.

T. COORDINATION BETWEEN RIAC AND CONSULTANT

1. Continuing coordination and communication shall be maintained between Consultant and RIAC to ensure the timely completion of the Services in accordance with the mutually agreed upon Project Schedule. To expedite such coordination and communications, RIAC shall designate a staff member as its representative to whom Consultant shall direct all correspondence, progress reports, requests for information or assistance and other materials.
2. The Consultant's designee, shall serve as the representative of Consultant for the Services and he/she or another Consultant staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

V. PERSONNEL

Consultant represents that it has, at its sole cost and expense, all personnel required to perform the Services required under this Contract. Any and all persons engaged by Consultant to perform the

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Services shall be considered employees of Consultant, not RIAC. Any of Consultant's personnel or those of its subcontractors or subconsultants, specifically identified are considered essential to performance and may not be removed or replaced without the prior approval of RIAC. All personnel employed or engaged by Consultant shall possess the necessary skills for performance under this Contract. Consultant will at all times enforce proper discipline and good order among the personnel under its control or supervision.

W. TIME IS OF THE ESSENCE

The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this Contract.

ARTICLE VII. FAA REQUIRED CONTRACT CLAUSES

As applicable, Consultant agrees as follows:

A. NONDISCRIMINATION – GENERAL

1. Applicability: Clauses A.2 to A.5 apply to all contracts and must be included in all subcontracts.
2. Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
3. This provision binds the Consultant subconsultants, and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
4. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property, real property or interest therein; structures or improvements thereon.
5. In these cases the provision obligates the party or any transferee for the longer of the following periods:
 - (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. NONDISCRIMINATION – TITLE VI

1. Applicability: Clause B.2. applies to all contracts and must be included in all subcontract
2. During the performance under this Contract, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

- (a) Compliance with Regulations. Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities listed below in Section 2(g). (“Regulations”) as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract.
- (b) Nondiscrimination. Consultant, with regard to the Services performed by it during the term of this Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (c) Solicitations for Subcontracts. In all solicitations either by competitive bidding or negotiation made by Consultant for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (d) Information and Reports. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by RIAC or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to RIAC or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of Consultant’s noncompliance with the nondiscrimination provisions of this Contract, RIAC shall impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (i) withholding of payments to Consultant under this Contract until Consultant complies, and/or
 - (ii) cancellation, termination, or suspension of this Contract, in whole or in part.
- (f) Incorporation of Provisions. Consultant shall include the provisions of 2(a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as RIAC or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation, Consultant may request the United States to enter into such litigation to protect the interests of the United States or RIAC.
- (g) Title VI List of Pertinent Nondiscrimination Statutes and Authorities. During the performance of this Contract, Consultant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (i) 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);
- (ii) 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);

- (iii) 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);
- (iv) 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;
- (v) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- (vi) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (vii) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- (ix) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
- (xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (xii) 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.*).

C. ACCESS TO RECORDS AND REPORTS

1. Applicability: Clause C.2. applies to all Airport Improvement Program (“AIP”) eligible projects and must be included in all subcontracts.
2. Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide RIAC, 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant 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.

D. BREACH OF CONTRACT TERMS

1. Applicability: Clause D.2. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
2. Any violation or breach of terms of this Contract on the part of the Consultant or its subcontractors or subconsultants 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 Contract. The duties and obligations imposed by the Contract 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

E. BUY AMERICAN PREFERENCE

1. Applicability: Clause E.2. applies to all AIP eligible projects under which this Contract has a manufactured product as a deliverable and must be included in all applicable subcontracts.
2. Consultant agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP eligible projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

F. CLEAN AIR AND WATER POLLUTION CONTROL

1. Applicability: Clause F.2 applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
2. Consultant agrees:
 - i. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - ii. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

- iii. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
- iv. To include or cause to be included in any ~~construction~~ contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

G. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Applicability: Clause G.2 applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
2. Consultant Agrees:
 - (a) 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.
 - (b) Violation: Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section, 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 (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.
 - (c) 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 (b) of this clause.
 - (d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) 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 (a) through (d) of this clause.

H. DEBARMENT AND SUSPENSION

1. Applicability: Clauses H.2 and H.3 apply to all AIP eligible projects that exceed \$25,000 and must be included in all subcontracts meeting that threshold.
2. By submitting a bid/proposal under the solicitation for this Contract, Consultant certifies that at the time Consultant submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
3. Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Consultant will accomplish this by:
 - (a) Checking the System for Award Management at website: <http://www.sam.gov>
 - (b) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
 - (c) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

I. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

1. Applicability: Clause I.2 applies to all AIP eligible projects and must be included in all subcontracts.
2. Consultant agrees to abide by the federal minimum wage provisions contained in the Fair Labor Standards Act (29 USC 201). Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

J. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. Applicability: Clause J.2 applies to all AIP eligible projects and must be included in all subcontracts.
2. Consultant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

K. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

1. Applicability: Clause K.2 applies to all AIP eligible projects and must be included in all subcontracts.
2. Consultant agrees to abide by the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

L. RIGHT TO INVENTIONS

1. Applicability: Clause M.2 applies to all AIP eligible projects and must be included in all subcontracts.
2. All rights to inventions and materials generated under this Contract are subject to requirements and regulations issued by the FAA and RIAC of the Federal grant under which this contract is executed.

M. TERMINATION OF CONTRACT

1. Applicability: Clause M.2 applies to all AIP eligible projects that exceed \$10,000 and must be included in all subcontracts meeting that threshold.
2. Additional Termination Rights:
 - (a) RIAC may, by written notice, terminate this contract in whole or in part at any time, either for the RIAC's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to RIAC.
 - (b) If the termination is for the convenience of RIAC, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the contractor's obligations, RIAC may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to RIAC for any additional cost occasioned to RIAC thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of RIAC. In such event, adjustment in the contract price will be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of RIAC provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

N. TRADE RESTRICTION

1. Applicability: Clause N.2 applies to all AIP eligible projects and must be included in all subcontracts.

2. By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:

(a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

(b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

(c) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

Consultant must provide immediate written notice to the RIAC if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

i) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

ii) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

iii) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through RIAC cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.

O. TEXTING WHEN DRIVING

1. Applicability: Clauses Q.2 and Q.3 apply to AIP eligible projects and must be included in all subcontracts.
2. 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), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
3. Consultant must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. Consultant must include these policies in each third party subcontract involved on this project.

P. VETERAN'S PREFERENCE

1. Applicability: Clause P.2. applies to all AIP eligible projects and must be included in all subcontracts that involve labor.
2. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Q. DISADVANTAGED BUSINESS ENTERPRISES

1. Applicability: Clauses S.2 through S.5 apply to all AIP eligible projects and must be included in all subcontracts.
2. In connection with the performance of this Contract, Consultant shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). Consultant shall use reasonable efforts to ensure that DBEs shall

have the maximum opportunity to compete for subconsultant and subcontractor work under this Contract in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this Contract will be determined for each project scope.

3. On a monthly basis, in such form as RIAC may require, Consultant shall provide a written report setting forth the efforts undertaken by Consultant to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this Contract. Such report shall accompany the monthly invoices for payment submitted by Consultant.
4. ~~Consultant, and any subcontractor or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.~~ Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Consultant 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.

ARTICLE VIII. EXECUTION

SIGNATURES

IN WITNESS WHEREOF, RIAC and Consultant have executed this Professional Services Contract as of the date first written above.

CONSULTANT NAME, “Consultant”

By: **name**

Signature: _____

Title: **Title**

RHODE ISLAND AIRPORT CORPORATION

RECOMMENDED:

APPROVED AS TO FORM & LEGALITY:

SUFFICIENCY OF FUNDS:

APPROVED:

ATTEST:

EXHIBIT A
PROFESSIONAL SERVICES FOR
AT
AIRPORT NAME, CITY/TOWN, RI

SCOPE OF PROJECT

General Requirements

Project description:

EXHIBIT B
PROFESSIONAL SERVICES FOR

DETAILED SCOPE OF SERVICES

The Basic Services in this Contract are divided into phases as set forth herein, **number (X) phases: Phase I - Preliminary Design; Phase II - Final Design;** Consultant shall perform the Services required for each phase only after it receives written notice of acceptance from RIAC of the preceding phase, a Notice to Proceed, and assurance that adequate funds have been allocated. RIAC is not required to proceed with this Contract after completion of Consultant's services for any phase. If RIAC terminates this Contract prior to the completion of one or more phases, it will do so in accordance with the Contract.

For any of the Services provided, should the deliverables/submissions be incomplete or inaccurate, Consultant shall promptly correct deficiencies and timely reissue submissions at no additional billing/cost to RIAC.

Basic Services

A. Phase I - Preliminary Design. ((% Design) Milestone)

The preliminary design phase will be to further define the project limits based upon available funding and to identify major issues to be resolved during final design. Phase I services include the following:

1. ...

Deliverables ((%Design) Milestone): For the above-mentioned stage, Consultant shall submit the following to RIAC:

1. ...

Required from RIAC:

1. ...

Phase I – Preliminary Design Fee and Schedule Summary

Fee for Phase I – Preliminary Design:	Basic Services Lump Sum Fee n.t.e. \$X

Schedule for Phase I – Preliminary Design:	Notice to Proceed, DATE
	Submit XX% design documents to RIAC DATE

B. Phase II - Final Design. (. ((% Design) Milestone)

The final design phase will be to ... Phase II services include the following:

2. ...

Deliverables ((%Design) Milestone): For the above-mentioned stage, Consultant shall submit the following to RIAC:

2. ...

Required from RIAC:

2. ...

Design Services for

Project Name at **Airport Name**, **City/Town**, RI

RIAC Contract No. **XXXXXX**, Purchase Order Number

XXXXXX

Phase I – Preliminary Design Fee and Schedule Summary

Fee for Phase II – Final Design: Basic Services Lump Sum Fee n.t.e. \$X

Schedule for Phase II – Final Design: Notice to Proceed, DATE
Submit XX% design documents to RIAC, DATE

EXHIBIT C
PROFESSIONAL SERVICES FOR

LOCATION PLAN

EXHIBIT D
PROFESSIONAL SERVICES FOR

PROJECT SCHEDULE

EXHIBIT E
PROFESSIONAL SERVICES FOR
PROJECT NAME

AT
AIRPORT NAME, CITY/TOWN, RI
ORGANIZATIONAL CHART

EXHIBIT F
PROFESSIONAL SERVICES FOR

HOURLY RATES

EXHIBIT G
INVOICE TEMPLATE

In order to ensure timely payments and to avoid any misunderstanding as to the proper billing procedures to be followed concerning this contract, the following requirements must be strictly adhered to. On a monthly basis, an original invoice including all supporting documentation should be submitted to the following address on or before the 10th of each month for work completed the previous month:

Accounts Payable
Rhode Island Airport Corporation

2000 Post Road, 3rd Floor Warwick, RI 02886

RIAC also accepts invoices electronically but they must be scanned (in color) and emailed to ap@pvdairport.com with a copy to procurement@pvdairport.com, and the designated project manager. If there are no billable items, a brief narrative of the services performed in the preceding month, a list of the planned activities for the following month and an updated Project Schedule must be sent.

For "Lump Sum" Exhibit B, the following items are required with each monthly invoice in the following order:

1. A summary, attached to Exhibit G hereto as Attachment 'A' and Attachment 'B', indicating the total invoice amount, amount invoiced to date, 2% retainage amount, and total contract budget remaining.
2. Copies of Consultant and subcontractor invoices, which shall detail work performed, but shall not be accompanied by detailed backup which shall be retained by Consultant.
3. A detailed progress report outlining work completed, presented as percentage of the task complete, to date for each Scope of Service item outlined in each Exhibit B "Scope of Services".
4. A schedule of Scope of Services for total project and individual subcontractors, based on each Scope of Service item outlined in "Scope of Services".
5. Standard project expenses are included in the Lump Sum fee, and shall not be submitted to RIAC. Notwithstanding the foregoing, Consultant shall retain detailed records of expenses for audit purposes. Standard project expenses include, but not limited to, travel to and from the Airport, mileage, per diem, hotel lodging, long distance telephone calls, courier, printing and reproduction costs.

For "not to exceed" Exhibit B, the following items are required with each monthly invoice in the following order:

1. A summary, attached to Exhibit G hereto as Attachment 'A' and Attachment 'B', indicating the total invoice amount, amount invoiced to date, 2% retainage amount, and total contract budget remaining.
2. Copies of Consultant and subcontractor invoices, which shall detail work performed, but shall not be accompanied by detailed backup expense receipts, which shall be retained by Consultant.
3. A detailed progress report outlining work completed to date for each item outlined in each Exhibit B "Scope of Services".
4. Detail of actual hours expended by each staff member with approved hourly rates specified in each individual task/phase.
5. A summary of your firm's reimbursable expenses. Consultant shall retain detailed records of expenses for audit purposes. Standard project expenses include, but not limited to, travel to and from the Airport, mileage, per diem, hotel lodging, long distance telephone calls, courier, printing and reproduction costs.

Note: Attachments A & B are available in Excel upon request sent to procurement@pvdairport.com.

**Task Order Summary
Attachment A**

CONSULTANT NAME

Project Description

Airport Name

Invoice Sequence No.

First invoice will start at #1

Invoice No:

Contract number:

Task Order/Exhibit B No:

Purchase Order No:

CIP number:

AIP number:

For services Through (Start & End):

Insert service start & end date

Task Order % Complete



#DIV/0!

Total Task Amount (Budget)

-

Total Change Orders/Amendments

-

Total Completed to Date

-

Retainage

-

2%

Total Earned Less Retainage

-

Less Previous Request (gross)

-

Less Previous Request (net)

-

This Request (gross)

-

This Request (net)

-

Balance to Complete Task

-

**Scope Of Services
Attachment B
TEAM SUMMARY**

CONSULTANT NAME

Project Description

Airport Name

Invoice No:

Purchase Order No:

Invoice Date:

Contract No:

CIP number:

For services Through:

Task Order/Exhibit B No:

AIP Number:

Invoice Sequence No.

*Insert service
start & end date
First invoice will
start at #1*

Task No.	Task Description	Budget	Change Orders / Amendments	Revised Not-to-Exceed Amount	% Completion Through This Invoice	Amount Completed to Date	Amount Payable through Last Invoice	Amount Due This Invoice	Amount Remaining
1		-		-	✔ #DIV/0!	-			-
2		-		-	✔ #DIV/0!	-			-
3		-		-	✔ #DIV/0!	-			-
4		-		-	✔ #DIV/0!	-			-
5		-		-	✔ #DIV/0!	-			-
6		-		-	✔ #DIV/0!	-			-
7		-		-	✔ #DIV/0!	-			-
Total Labor		\$ -	\$ -	\$ -	✔ #DIV/0!	\$ -	\$ -	\$ -	\$ -
Expenses <i>(not applicable for lump sum)</i>		-		-	✔ #DIV/0!	-			-
Total Expenses		\$ -	\$ -	\$ -	✔ #DIV/0!	\$ -	\$ -	\$ -	\$ -
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Sub-Consultant Name (DBE/Non-DBE)		-		-	✔ #DIV/0!	-			-
Total Sub-Consultants		\$ -	\$ -	\$ -	✔ #DIV/0!	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	✔ #DIV/0!	\$ -	\$ -	\$ -	\$ -

EXHIBIT H

DBE PARTICIPATION REPORT

1. DBEs listed below must be appropriately certified by the correct federal and/or state authorities as appropriate, to count towards DBE goals associated with this contract.
2. The Consultant shall enter into an agreement with the DBE subconsultants identified below for work listed upon execution of a contract with RIAC.
3. This DBE Participation Report must be completed and returned and made a part of this Contract.
4. ~~Consultant is required to provide reason(s) by completing the Good Faith Effort Non-Participation Statement below if unable to meet the proposed DBE goals.~~

Name of Company /Consultant:

Name of DBE/Subconsultant:

-

-

-

Contact Name: _____

Contact Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

RIAC Project name and number: - Contract Number #####, Purchase Order Number #####.

Proposed Scope of Services for DBE Subconsultant:

Terms of Proposed Contract:

Total Contract Amount: \$ _____

Total DBE Amount: \$ _____ (%) Total: _____ DBE NAICS No. _____

Good faith Effort Non-Participation Statement:

EXHIBIT I

CONSULTANT AFFIDAVIT AND RELEASE OF ALL LIENS AND CLAIMS

I _____, the authorized representative of _____
being duly sworn, deposes and states upon oath that _____,
party to the Contract dated _____, with the Rhode Island Airport Corporation for the
design (PROJECT NAME):

- (1) Makes this Affidavit in accordance with the terms of said Contract and as an inducement and partial consideration to the RIAC to make a progress payment on said Contract; certifies that the following is a true and complete listing of each and every subcontractor, lessor, materialman, company, contractor and other entity and every subcontract, lease, material commitment, and other agreement entered into for the specific purpose of furnishing of all labor and/or materials, and/or equipment, and/or leases, and/or services, and/or consumable items under such Contract for which a right of lien may exist to the date of this Affidavit in connection with said Contract, the amount paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their respective names;
- (2) Swears that all amounts requested herewith for such labor, materials, equipment, leases, services, consumables and otherwise, including applicable taxes, shall be fully paid, satisfied, and discharged within five (5) business days after receipt of payment from the RIAC;
- (3) Submits attached hereto the Affidavits and Releases of all Liens and Claims of each and every subcontractor, lessor, materialman, company, contractor and other entity listed in Paragraph 2 above, conditioned only upon receipt by said subcontractor, lessor, etc. of the amount due them as indicated in Paragraph 2.;
- (4) Acknowledges and agrees that payment of an aggregate amount of _____ Dollars (\$_____) and release/deposit of retainage in the amount of _____ Dollars (\$_____) constitutes full payment due under the Contract for all services completed through Pay Request Number _____. Deductions for substandard services, and other monies held by the RIAC in the amount of Dollars _____ (\$_____) are admitted as justifiable and proper deductions under the Contract and Consultant hereby releases all claims to said amount pursuant to Paragraph 6 herein;
- (5) Hereby forever releases and discharges the RIAC of and from any and all claims and demands for payment arising out of or incident to the completion of the services, including without limitation any lien rights and claims to assessed liquidated damages which it may have or claim;
- (6) Hereby forever releases and discharges the RIAC from any and all claims and demands for payment of each and every of its subcontractors, lessors, materialmen, laborers, companies, contractors or other entities, whether direct, indirect or remote, whether listed in Paragraph 2. herein or not, arising out of or incident to the completion of the services, including without limitation any lien rights they may have or claim;
- (7) Hereby agrees to completely indemnify and hold harmless the RIAC from any claims of any of its laborers and subordinate entities whether direct, indirect or remote, as specified in Paragraph 6. hereof, utilizing in fulfilling said obligation counsel reasonably satisfactory to the RIAC;
- (8) Has fully read and understood this Affidavit and Release prior to executing it;
- (9) Acknowledges that falsification of this Affidavit and Release shall, among other things,

constitute a substantial and material breach of said Contract for which the RIAC shall be entitled to hold consultant in default;

- (10) Acknowledges that payment of the funds requested herewith or previously paid under said Contract to other than the subcontractors, lessors, materialmen, laborers, companies, contractors, or entities entitled to such funds or in amounts other than those to which they are properly entitled shall constitute, without limitation, misappropriation of Federal and/or State Grant proceeds, if such proceeds are being utilized to complete said Contract, and a substantial and material breach of said Contract for which the RIAC shall be entitled to hold Consultant in default.

Name of Consultant: _____

Point of Contact: _____

Phone: _____

Email: _____

Invoice/Payment Application Number: _____

Total Contract Amount Including Approved Amendments: _____

Total Amount Paid to Date on Completed Services: _____

Amount Currently Due, Claimed and Unpaid: _____

Balance of Contract Not Currently Due: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____

AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, a Notary Public in and for said County and State, personally appeared _____, who stated that he/she executed the within document on his/her own free will for the purposes stated herein, this _____ day of _____, 2021.

Notary Public: _____ My Commission Expires: _____

EXHIBIT J

SUBCONSULTANT AFFIDAVIT AND RELEASE OF ALL LIENS AND CLAIMS

I _____, the authorized representative of _____
being duly sworn, deposes and states upon oath that _____,
party to the Contract dated _____, with the Rhode Island Airport Corporation for the
design and construction services of (PROJECT NAME):

- (1) Makes this Affidavit in accordance with the terms of said Contract and as an inducement and partial consideration to the RIAC to make a progress payment on said Contract; certifies that the following is a true and complete listing of each and every subcontractor, lessor, materialman, company, contractor and other entity and every subcontract, lease, material commitment, and other agreement entered into for the specific purpose of furnishing of all labor and/or materials, and/or equipment, and/or leases, and/or services, and/or consumable items under such Contract for which a right of lien may exist to the date of this Affidavit in connection with said Contract, the amount paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their respective names;
- (2) Swears that all amounts requested herewith for such labor, materials, equipment, leases, services, consumables and otherwise, including applicable taxes, shall be fully paid, satisfied, and discharged within five (5) business days after receipt of payment from the RIAC;
- (3) Submits attached hereto the Affidavits and Releases of all Liens and Claims of each and every subcontractor, lessor, materialman, company, contractor and other entity listed in Paragraph 2 above, conditioned only upon receipt by said subcontractor, lessor, etc. of the amount due them as indicated in Paragraph 2.;
- (4) Acknowledges and agrees that payment of an aggregate amount of _____ Dollars (\$ _____) and release/deposit of retainage in the amount of _____ Dollars (\$ _____) constitutes full payment due under the Contract for all services completed through Pay Request Number _____. Deductions for substandard services, and other monies held by the RIAC in the amount of Dollars _____ (\$ _____) are admitted as justifiable and proper deductions under the Contract and Consultant hereby releases all claims to said amount pursuant to Paragraph 6 herein;
- (5) Hereby forever releases and discharges the RIAC of and from any and all claims and demands for payment arising out of or incident to the completion of the services, including without limitation any lien rights and claims to assessed liquidated damages which it may have or claim;
- (6) Hereby forever releases and discharges the RIAC from any and all claims and demands for payment of each and every of its subcontractors, lessors, materialmen, laborers, companies, contractors or other entities, whether direct, indirect or remote, whether listed in Paragraph 2. herein or not, arising out of or incident to the completion of the services, including without limitation any lien rights they may have or claim;
- (7) Hereby agrees to completely indemnify and hold harmless the RIAC from any claims of any of its laborers and subordinate entities whether direct, indirect or remote, as specified in Paragraph 6. hereof, utilizing in fulfilling said obligation counsel reasonably satisfactory to the RIAC;
- (8) Has fully read and understood this Affidavit and Release prior to executing it;
- (9) Acknowledges that falsification of this Affidavit and Release shall, among other things,

constitute a substantial and material breach of said Contract for which the RIAC shall be entitled to hold consultant in default;

- (10) Acknowledges that payment of the funds requested herewith or previously paid under said Contract to other than the subcontractors, lessors, materialmen, laborers, companies, contractors, or entities entitled to such funds or in amounts other than those to which they are properly entitled shall constitute, without limitation, misappropriation of Federal and/or State Grant proceeds, if such proceeds are being utilized to complete said Contract, and a substantial and material breach of said Contract for which the RIAC shall be entitled to hold Subconsultant in default.

Name of Subconsultant: _____

Point of Contact: _____

Phone: _____

Email: _____

Invoice/Payment Application Number: _____

Total Contract Amount Including Approved Amendments: _____

Total Amount Paid to Date on Completed Services: _____

Amount Currently Due, Claimed and Unpaid: _____

Balance of Contract Not Currently Due: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____

AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, a Notary Public in and for said County and State, personally appeared _____, who stated that he/she executed the within document on his/her own free will for the purposes stated herein, this _____ day of _____, 2021.

Notary Public: _____ My Commission Expires: _____

EXHIBIT K

DRUG FREE WORKPLACE		
POLICY No. 3.03	Department: Human Resources	Rhode Island Airport Corporation
Approved By: Mark P. Brewer Title: President & CEO	Effective Date: September 15, 2004 Updated:	Committee Approval Date: September 15, 2004 Page 1 of 1

Purpose: Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety prospective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to the property.

Policy: It is the policy of the Rhode Island Airport Corporation (RIAC) that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug behavior, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 U.S.C. 812 and other federal regulations. Generally, all illegal drugs and substances are included; such as marijuana, heroin, morphine, cocaine, codeine, or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required to inform RIAC within five (5) days after (s)he is convicted. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. RIAC will report conviction(s) to the appropriate federal granting source, under certain circumstances, within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s).
5. If an employee is convicted of violating any criminal drug statute while on duty, (s)he will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. RIAC encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Human Resources department has more information on RIEAP.
7. The Law requires all employees to abide by this policy.

SECTION 00600

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal, and _____ as Surety,
are held and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called
the Obligee in the Penal sum of _____
(\$ _____) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these
presents.

WHEREAS, the Principal, on the _____ day of _____ 20__ entered into a certain Contract with
the Owner, hereto attached, for Contract entitled, Network Refresh – Procurement, Installation, and
Programming **RIAC ~~Construction~~ Contract No. 36661.**

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform
and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract, and all duly
authorized modifications of said Contract that may hereafter be made, notice of which modifications to the
Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract, or
wherever the contract has been terminated by default of the Contractor, the Owner having performed the
Owner's obligations thereunder, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.

Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange
for a Contract between such Bidder and the Owner, and made available as work progresses (even though
there should be a default or a succession of defaults under the Contract or Contracts of completion arranged
under this paragraph) sufficient funds to pay the cost completion less the balance of the Contract price but
not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount
set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph,
shall mean: the total amount payable by the Owner to the Contractor under the Contract and any
amendments thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the
Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be assessed
against the Principal and Surety herein, all expenses, including design/engineering, Program Management,
and legal services, incident to collecting losses to the Owner under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have used this Bond to be signed and sealed by their appropriate officials as of the _____ day of _____ 20__.

PRINCIPAL

(Firm Name)

WITNESS

(Title)

SURETY

(Firm Name)

WITNESS

(Title)

END OF SECTION 00600

SECTION 00610

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal, and _____ as Surety,
are held and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called
the Obligee in the Penal sum of _____
(\$ _____) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these
presents.

WHEREAS, the Principal, on the _____ day of _____, 20__ entered into a certain Contract with
the Owner, hereto attached, for Contract entitled **Network Refresh – Procurement, Installation, and
Programming, RIAC ~~Construction~~ Contract No. 36661.**

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make
payments to all persons supplying labor, materials and supplies used directly or indirectly by said Principal
or his Subcontractors in the prosecution of the work provided for in said Contract, then this obligations
shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

This bond is executed for the purpose of complying with the applicable Rhode Island Statutes and all acts
amendatory thereof, and this Bond shall inure to the benefit of any and all persons supplying labor, material
and supplies used directly or indirectly by the Principal or his Subcontractors in the prosecution of the work
provided for in said Contract so as to give such persons a right of action to recover upon this Bond in a
separate suit brought on this Bond. No right of action shall accrue hereunder to or for the use of any person
except as such right of action may be given and limited by the applicable Rhode Island Statutes.

In each and every suit brought against the Principal and Surety upon this Bond in which the plaintiff shall
be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff
therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as a part of
the cost and expense of said suit.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for
his labor, materials, or supplies, shall, within forty-five (45) days after beginning to furnish labor, materials,
or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the
bond for protection.

A claimant who is not in privity with the Principal and who has not received payment for his labor, materials
or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the
materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the
labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless
both notices have been given. No action shall be instituted against the Principal or the Surety on the bond
after one (1) year from the performance of the labor or completion of delivery of the materials of supplies.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have used this Bond to be signed and sealed by their appropriate officials as of the _____ day of _____ 20__.

PRINCIPAL

(Firm Name)

WITNESS

(Title)

SURETY

(Firm Name)

WITNESS

(Title)

END OF SECTION 00610

SECTION 00620

GENERAL GUARANTEE

Date: _____

The undersigned Contractor guarantees that all Work performed by Contractor in connection with Rhode Island Airport Corporation project entitled Network Refresh – Procurement, Installation, and Programming under RIAC ~~Construction~~ Contract No. 36661 dated _____ (and Amendments thereto) has been completed in accordance with the Contract Documents referenced therein and is free from defects in workmanship and/or materials. Should the Engineer discover any defect due to improper material and/or workmanship during the period of one year from Final Completion (as such term is defined in the Contract Documents) the undersigned corporation agrees to correct all such defects at Contractor's own cost and expense.

Contractor further agrees to repair at its own cost and expense any work which may be disturbed when remedying such defects.

_____ Seal

By: _____

Title: _____

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence which was _____, to be the person whose name is signed above and acknowledged to me that he/she is the _____ of _____ and is authorized by a corporate resolution of said company to sign this Guarantee. Subscribed and sworn to me this

_____ day of _____ 20__

My Commission Expires _____

END OF SECTION 00620

SECTION 00700

STATUTORY PROVISIONS

1. In accordance with the laws of the State of Rhode Island, the following statutory provisions are hereby incorporated in this Contract.

1.1 STATE OF RHODE ISLAND REQUIREMENTS: The Contractor and all Trade Subcontractors shall adhere to the licensing requirements of Rhode Island General Laws, Section 28-26-5 which provides as that:

- (a) No person shall operate or be in direct charge of a hoisting or excavation equipment which used steam, internal combustion engines, electric or compressed air -----of five (5) horsepower or more and/or can lift more than five hundred pounds (500lbs.) without obtaining a license to do so as provided in Rhode Island General Laws 28-26-1 et seq (the “Act”).
- (b) No user or agent of a user of any machinery described in subdivision (1) of this subsection shall permit the machinery to be operated unless it is operated by a duly licensed person as provided in this chapter.

1.2 The Contractor and all Trade Subcontractors shall adhere to the requirements of Rhode Island General Laws, Section 37-13-1 et seq., as amended (Labor and Payment of Debts by Contractor), including but not limited to the following:

37.13-5 Payment for trucking or materials furnished – Withholding of sums due.

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public work being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of such contract, that such obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor the equivalent amount if such sums certified by a trucker or materialman creditor as due him or her, as provided in this section and which the proper authority determines is reasonable for trucking performed or materials furnished for such public works.

37.13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.

Before awarding any contract for public works or school transportation services to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works or school transportation services. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds

existing in the locality for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract or work.

37.13-7 Specification in contract of amount and frequency of payment of wages.

(a.) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for the transportation of public or private school pupils pursuant to §§ 16-21-1 and 16-21.1-8, or for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and that requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b). The terms “wages,” “scale of wages,” “wage rates,” “minimum wages,” and “prevailing wages” shall include:

- (1.) The basic hourly rate of pay; and
- (2.) The amount of:

- (i) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
- (ii) The rate of costs to the contractor, subcontractor, vendor, or provider that may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance or provide any of the foregoing for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the c-contractor or subcontractor is not required by other federal, state or local law to provide any of such benefits provided that the obligation of a contractor and

subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b) (1) plus the amount referred to in subsection (b) (2).

c. The term “employees” as used in this section shall include:

(1) Employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, or the removal and/or delivery of gravel or fill or ready-mix concrete, sand bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of such employees shall be subject to provisions of subsections (a) and (b); and

1.3 The Contractor and all Trade Subcontractors shall adhere to Chapters 85, 86 and 88 if the Public Laws of Rhode Island, 1960: Section 123 of the aforesaid chapters defines the authority of director of department of public works and use of federal assistance and provides in part that in the event that federal funds or federal assistance are made available to the state for use in carrying out highway projects, said projects shall be carried out and executed in all respect subject to the provisions of the appropriate federal law providing for the construction of such projects and the rules and regulations made pursuant thereto, and to such terms, conditions, rules and regulations as said director may establish to ensure the proper execution of said projects, therefore, any provisions of the state laws that conflict with the federal laws, rules and regulations are not applicable to projects financed in whole or in part with Federal Aid Highway funds.

1.4 The Contractor and all Trade Subcontractors shall adhere to the Rhode Island General Laws Section 5-6- 2 entitled Work for which license required, reads as follows:

(a)(1) No person, firm or corporation shall enter into, engage in, solicit, advertise, bid for, or work at the business of installing maintain, servicing, and testing wires, conduits, apparatus, fixtures, electrical signs, lightning-protection equipment as defined in § 5-6-1, and other appliances for carrying or using or generating electricity for light, heat, fire alarms, as defined in Chapter 28.25 of Title 23, entitled, “Fire Alarm Systems,” or power purposes, exclusive of low voltage wiring for heating/refrigeration equipment, or work at the business of removing and reattaching existing electrical meters, unless that person, firm, or corporation shall have received a license and a certificate for the business,, issued by the state board of examiners of electricians of the division of professional regulation of the department of labor and training in accordance with the provisions set forth in this chapter.

1.5 The Contractor agrees to comply with Rhode Island General Laws, Chapter 17-27 pertaining to the filing of affidavits in connection with political contributions by vendors of the state government and its various independent state agencies.

END OF SECTION 00700

SECTION 00725

FEDERAL WAGE RATES

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION MINIMUM WAGES FOR FEDERAL AND
FEDERALLY ASSISTED
CONSTRUCTION

Area Wage Determination Decisions for Specified Locations in the
States of Connecticut, Massachusetts and Rhode Island

There are set forth below General Decision [RI20230001] of the Secretary of Labor. These decisions specify, in accordance with applicable law and on the basis of information available to the Department of Labor from its study of local wage conditions and from other sources, the basic hourly wage rates and fringe benefit payments which are determined to be prevailing for the described classes of laborers and mechanics employed in construction activity of the character and in the localities specified therein. The decisions are applicable to Federal and federally assisted construction in described localities situated within the States of Connecticut, Massachusetts, and Rhode Island. No general area wage determinations are currently applicable to localities within such states other than those described in these decisions; only determinations for specific projects are made in such other localities.

The determinations in these decisions of such prevailing rates and fringe benefits have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 F.R. 306 following Secretary of Labor's Order No. 24-70) containing provisions for the payment of wages which are dependent upon determinations by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of the Code of Federal Regulations, Procedure for Predetermination of Wage Rates, and the Secretary of Labor's Orders 13-71 and 15-71 (36 F.R. 8755, 8756). The prevailing rates and fringe benefits determined in these decisions shall in accordance with the provisions of the foregoing statutes constitute the minimum wages payable on Federal or federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S.C. 533, and not providing for delays in effective date as prescribed in that section, because the necessity to issue construction industry wage determinations frequently and in large volume causes such procedures to be impractical and contrary to the public interest. These wage determination decisions shall, according, be effective on publication in the FEDERAL REGISTER, except as otherwise provided hereinafter.

DAVIS-BACON PREVAILING WAGE REQUIREMENTS

(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS

For any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1 or the FY 2010 appropriation, the following clauses shall be inserted in full:

(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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(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 §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(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 be easily seen by the workers.

Wage determinations may be obtained from the U.S. Department of Labor's website, www.dol.gov.

- (ii) (A) The Owner, 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 State award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, 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 State award official or will notify the State award official 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 Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination.. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the State award official or will notify the State award official within the 30- day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding

The Owner, shall upon written request of the EPA Award Official or 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 (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 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient. As to each payroll copy received, the Owner shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. 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 payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the owner for transmission to the State, 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 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(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 (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State 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 or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and Trainees
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not

- registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by 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 (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements

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

(9) Disputes Concerning Labor Standards

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

(10) Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the following clauses set forth in paragraphs (b) (1), (2), (3) and (4) of this section shall be inserted in full. These clauses shall be inserted in addition to the clauses required in Section (a), above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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 (b)(1) of this section 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 (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages

The Owner, upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall 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 (b)(2) of this section.

(4) Subcontracts

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

(c) MAINTENANCE OF RECORDS

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1 the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner, the

State, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) COMPLIANCE VERIFICATION

- (1) The Owner shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (2) The Owner shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Owner should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Owners must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Owners shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (3) The Owner shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Owner shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Owner should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Owners must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Owner shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (4) The Owner shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (5) Owners must immediately report potential violations of the DB prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

[UPDATE]

"General Decision Number: RI20230001 01/13/2023

Superseded General Decision Number: RI20220001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and
Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential
construction consisting of single-family homes and apartments
up to and including 4 stories) **HEAVY, HIGHWAY AND MARINE
CONSTRUCTION PROJECTS**

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract.	The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract.	The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0006-006 06/01/2022

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & Disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	\$ 38.30	25.55

ASBE0006-008 09/01/2021

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 45.00	32.89

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRRI0003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 46.86	29.14

BRRI0003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 46.54	30.34

BRRI0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

* CARP0330-001 01/01/2023

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 41.53	29.35
Diver Tender.....	\$ 42.53	29.35
DIVER.....	\$ 53.88	29.35
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 42.53	29.35

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the ""monkey"": \$1.00 per hour additional.

CARP1121-002 01/06/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 39.07	29.15

ELEC0099-002 12/05/2022		

	Rates	Fringes
ELECTRICIAN.....	\$ 45.86	53.26%
Teledata System Installer.....	\$ 34.40	12.10%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

* ELEV0039-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.36	37.335+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 06/01/2022

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1.....	\$ 43.55	29.25+a

GROUP 2.....	\$ 41.55	29.25+a
GROUP 3.....	\$ 37.17	29.25+a
GROUP 4.....	\$ 34.32	29.25+a
GROUP 5.....	\$ 40.60	29.25+a
GROUP 6.....	\$ 31.40	29.25+a
GROUP 7.....	\$ 25.40	29.25+a
GROUP 8.....	\$ 37.25	29.25+a
GROUP 9.....	\$ 41.17	29.25+a

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00
180 feet and over + \$ 3.00
210 feet and over + \$ 4.00
240 feet and over + \$ 5.00
270 feet and over + \$ 7.00
300 feet and over + \$ 8.00
350 feet and over + \$ 9.00
400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth,
Victory Day, Labor Day, Columbus Day, Veterans Day,
Thanksgiving Day, Christmas Day. a: Any employee who works
3 days in the week in which a holiday falls shall be paid
for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist,
elevator, bidwell-type machine, shot & water blasting
machine, paver, spreader, graders, front end loader (3 yds.
and over), vibratory hammer & vacuum truck, roadheaders,
forklifts, econobile type equipment, tunnel boring
machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor,
scraper, combination loader backhoe, roller, front end
loader (less than 3 yds.), street and mobile-powered
sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-002 05/01/2022

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 36.70	29.25+a
GROUP 2.....	\$ 31.40	29.25+a
GROUP 3.....	\$ 25.40	29.25+a
GROUP 4.....	\$ 31.98	29.25+a
GROUP 5.....	\$ 35.68	29.25+a
GROUP 6.....	\$ 35.30	29.25+a
GROUP 7.....	\$ 30.95	29.25+a
GROUP 8.....	\$ 32.33	29.25+a
GROUP 9.....	\$ 34.28	29.25+a

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller, skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 06/01/2022

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 42.82	29.25+a
GROUP 2.....	\$ 40.82	29.25+a
GROUP 3.....	\$ 40.60	29.25+a
GROUP 4.....	\$ 36.60	29.25+a
GROUP 5.....	\$ 33.75	29.25+a
GROUP 6.....	\$ 39.90	29.25+a
GROUP 7.....	\$ 39.47	29.25+a
GROUP 8.....	\$ 36.79	29.25+a

a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00
180 ft. and over: + \$ 3.00
210 ft. and over: + \$ 4.00
240 ft. and over: + \$ 5.00
270 ft. and over: + \$ 7.00
300 ft. and over: + \$ 8.00
350 ft. and over: + \$ 9.00
400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

- a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

* IRON0037-001 09/16/2022

	Rates	Fringes
IRONWORKER.....	\$ 39.01	31.58

LABO0271-001 05/30/2021

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.55	26.15
GROUP 2.....	\$ 33.80	26.15
GROUP 3.....	\$ 34.30	26.15
GROUP 4.....	\$ 34.55	26.15
GROUP 5.....	\$ 35.55	26.15

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 05/30/2021

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 53.45	24.15
Group 2.....	\$ 50.98	24.15
Group 3.....	\$ 40.50	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Group 2.....	\$ 43.05	24.15
Group 3.....	\$ 40.50	24.15
LABORER		
Group 1.....	\$ 33.55	24.15
Group 2.....	\$ 33.80	24.15
Group 3.....	\$ 34.55	24.15
Group 4.....	\$ 27.05	24.15
Group 5.....	\$ 35.55	24.15
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 39.55	24.15
Top Man & Laborer.....	\$ 38.60	24.15
TEST BORING		
Driller.....	\$ 40.00	24.15
Laborer.....	\$ 38.60	24.15

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

PAIN0011-005 06/01/2022

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 37.22	23.40
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 39.22	23.40
Spray, Sand & Water Blasting.....	\$ 40.22	23.40
Taper.....	\$ 37.97	23.40
Wall Coverer.....	\$ 37.72	23.40

PAIN0011-006 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2022

	Rates	Fringes
Painter (Bridge Work).....	\$ 55.00	23.75

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

PLAS0040-001 06/03/2019

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.00	27.15

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under
3 planks width and which is 20 or more feet above ground
and any offset structure: \$.30 per hour additional.

PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.85	22.20

PLAS0040-003 07/01/2019

	Rates	Fringes
PLASTERER.....	\$ 37.55	27.50

PLUM0051-002 08/29/2022

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 47.89	31.40

ROOF0033-004 12/01/2022

	Rates	Fringes
ROOFER.....	\$ 42.23	29.67

* SFRI0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	29.94

SHEE0017-002 12/01/2020

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73

TEAM0251-001 05/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes

TRUCK DRIVER

GROUP 1.....	\$ 28.46	32.10+A+B+C
GROUP 2.....	\$ 28.61	\$ 32.10+A+B+C
GROUP 3.....	\$ 28.66	\$ 32.10+A+B+C
GROUP 4.....	\$ 28.71	\$ 32.10+A+B+C
GROUP 5.....	\$ 28.81	\$ 32.10+A+B+C
GROUP 6.....	\$ 29.21	\$ 32.10+A+B+C
GROUP 7.....	\$ 29.41	\$ 32.10+A+B+C
GROUP 8.....	\$ 28.91	\$ 32.10+A+B+C
GROUP 9.....	\$ 29.16	\$ 32.10+A+B+C
GROUP 10.....	\$ 28.96	\$ 32.10+A+B+C

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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

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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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

END OF SECTION 00725

SECTION 00750

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN

1.0 POLICY STATEMENT

The Rhode Island Airport Corporation (RIAC) acting through its designated agent agrees to ensure that Disadvantaged Business Enterprise (DBE) have the maximum opportunity to participate in the performance of the work. A 0% DBE participation goal will apply to this procurement. The Construction Manager and all Contractors and Subcontractors will take all reasonable steps in accordance with applicable Federal and State laws, regulations and the Contract Documents to ensure that Disadvantaged Business Enterprise have the maximum opportunity to compete for and perform work on the project. On any work funded by the Federal Aviation Administration the term Minority Business Enterprise (MBE) shall be substituted for Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE).

RIAC will seek to provide and promote equal opportunity employment within its own organization and that of its contracted organizations. RIAC will take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, national origin or age.

Each sub-recipient, Contractor or Subcontractor is advised that failure to comply with Federal, State and Contract requirements shall constitute a breach of contract and, after notification by RIAC, may result in termination of the agreement or contract by RIAC or such other remedy, as RIAC deems appropriate.

Any Contractor that fails to meet the DBE and EEO requirements of their Trade Contract will be subject to sanctions and penalties in accordance with Rhode Island State Law 37.14.1-8 and Federal Law 29CFR60, 49CFR21, and 49CFR26.

2.0 PROJECT DBE/EEO MONITORING

RIAC, through its designated agent, will provide services to oversee, monitor and report on DBE/EEO participation by the Contractors and Subcontractors and to function as the Project DBE/EEO Contract Compliance Monitor.

Contractors and Subcontractors shall cooperate with RIAC, or its designated agent in the monitoring and reporting of DBE/EEO requirement compliance. All DBE/EEO related reports and certifications required of the Contractor and Subcontractor should be submitted to RIAC, or its designated agent.

3.0 DBE PARTICIPATION REQUIREMENTS

Through the submittal of his/her bid, the Trade Contractor certifies that he/she has complied with all requirements of this DBE/EEO plan and 49 CFR Part 26.

Any Contractor bidding on work is required to make a concerted, systematic, results-oriented and documented effort to engage Disadvantaged Business Enterprises in accordance with Federal Law 49CFR26.

The requirements outlined herein have been prepared to assist each bidder in identifying their method of meeting the established requirement as well as to document to the Rhode Island Airport Corporation how the requirement will be accomplished.

Certification

1. All DBE firms participating in this program will meet the certification requirements of the State of Rhode Island Department of Administration and Rhode Island Airport Corporation under U.S. Department of Transportation Certification Guidelines.
2. Evidence of certification for all DBE's to be credited, as supplier, manufacturer, Contractor or joint venture shall be submitted within the Contractor's sealed envelope in writing at the time of bid.
3. All DBE's including majority/DBE joint ventures must complete the Letter of Intent to Perform (Exhibit 1).
4. Contractors who have been convicted of a violation of DBE regulations may not be considered for participation in this project.

Failure to comply with the project's DBE requirements, engaging in efforts to subvert the requirements or manipulate control of the bid process, attempting to include DBE firms with a known prior record of brokering or other illegal practices or failure to complete the appropriate forms will be considered an incomplete bid failing to respond to the bid documents specifications and will be cause for rejection of the entire bid or the exclusion from receiving credit of the DBE portion in question as an eligible participant in the DBE program, whichever the RIAC deems appropriate.

3.1 TERMS AND CONDITIONS

1. DBE participation will be counted toward meeting the DBE requirement as follows:
 - a. The total dollar value of a Trade Contract or Subcontract awarded to a Rhode Island certified Disadvantaged Business Enterprise will be counted toward the applicable requirement.
 - b. In the case of a Rhode Island certified joint venture, that portion of the total dollar value of the contract equal to the percentage of participation and control of the minority partner in the joint venture will be counted toward the applicable requirement.
 - c. Only expenditures to Disadvantaged Business Enterprises that perform a commercially useful function in the work of a contract or subcontract may be counted toward DBE goals. A Disadvantaged Business Enterprise is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a Contractor's Subcontract and carries out its responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Rhode Island Airport Corporation shall evaluate the amount of work subcontracted (no more than approximately 60%), industry practice, the past performance and capability of the DBE and other relevant factors. The commercially useful function will be determined by RIAC and must be within the work

category for which the DBE is certified by the Rhode Island Department of Administration.

- d. Contractors may count expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBE's are regular dealers and assume the actual and contractual responsibility for the provision of the materials and supplies. The entire expenditure to a DBE manufacturer (supplier that produces goods from raw materials or substantially alters them before resale) may be counted. Sixty percent (60%) of expenditures to DBE suppliers that are regular dealers and not manufacturers may be counted provided that the supplier performs a commercially useful function in the supply process. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation.

Regular Dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment. (49 CFR & 13 CFR).

Manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the recipient or Contractor. (49 CFR & 13 CFR).

2. Bidders must complete and return with the bid for informational purposes, a Letter of Intent to Perform as a Qualified DBE for each potential DBE included on the DBE Utilization Plan.

The Contractor will be required to submit copies of agreements, which they intend to execute with DBEs within four (4) working days of receipt of notice to proceed. The agreement with the DBE's must indicate the contracting parties, scope of the work to be performed and amount of compensation for same.

3. The bidder's offer of the DBE participation as identified in the Disadvantaged Business Enterprise Utilization Plan (***Exhibit 3***) at time of bid shall express his/her commitment to the percentage of DBE utilization during the term of his/her contract for the work so bid. The Contractor shall be deemed to have met its commitment for DBE utilization if the DBE utilization requirement percentage indicated in Paragraph G of the Bid Proposal is achieved based on final contract value including contract amendments.

If the Contractor fails to achieve its DBE utilization requirement, the value of the difference between the actual DBE utilization and the DBE utilization requirement will be deducted from the Trade Contract.

4. The Contractor must receive approval from RIAC through the Owner's representative before making substitutions of any DBE firms offered in the original bid. The request for change must be made in writing with full explanation and in sufficient time so as not to delay the Contractor's performance of his work.
5. The Contractor's commitment to a specific requirement is to meet the DBE objective and is not

- intended and shall not be used to discriminate against any qualified firm or group of firms.
6. Only DBE's and joint ventures that are currently certified by the State of Rhode Island Department of Administration and approved by Rhode Island Airport Corporation will be considered eligible for inclusion in the Trade Contractor's requirement for DBE utilization.
 7. Bidder's effort to accomplish a specific requirement for DBE's utilization as required by the Participation Requirement shall constitute a commitment to make every good faith effort to meet such requirement by subcontracting with or undertaking to joint venture with DBE firms. If the bidder fails to meet the requirement, he/she will carry the burden of furnishing sufficient documentation with the bid proposal of their good faith efforts to justify a grant of relief from the requirement set forth as the Participation Requirement. Such justification will take the form of a detailed written report which will document, to the satisfaction of RIAC and its designated agent, the Contractor's efforts and include but not necessarily be limited to the following information:
 - a. Efforts made to select portions of the Trade Contract to be performed by Disadvantaged Business Enterprises in order to increase the likelihood of achieving the stated requirement.
 - b. Efforts to negotiate with disadvantaged business enterprises for specific sub-bids including at a minimum:
 1. The names, addresses and telephone numbers of DBE enterprises contacted;
 2. A description of the information provided to disadvantaged business enterprises regarding the plans and specifications for portions of work to be performed;
 3. A statement of why additional agreements with Disadvantaged Business Enterprises were not reached;
 4. Copies of written correspondence and telephone logs documenting all contact and attempted contact with DBE enterprises.
 - c. Concerning each DBE supplier/Contractor contacted but rejected as unqualified, the reasons for the supplier/Contractor's exclusion. .
 - d. Efforts made to assist contacted DBE's who are capable, competent and competitive but need assistance in obtaining required bonding and insurance or prompt payment safeguards.
 - e. Use of the services of minority community organizations, minority Contractors' groups, governmental minority business assistance offices and other organizations, which assist in the recruitment and placement of DBE's.
 - f. The bidder must document efforts made to meet requirements in accordance with Appendix A to 26 of 49 CFR.
 8. RIAC in their evaluation of any request for waiver submitted by the apparent low bidder will consider in addition to 49CFR26 the following:

- a. Efforts made by other bidders to meet the requirements.
 - b. Independent verification of DBEs who were eligible to participate.
9. In the event the documentation of good faith effort submitted by the apparent low bidder is rejected by RIAC as not substantiating a good faith effort the apparent low bidder will be given 2 working days after notice of rejection to remedy his deficiencies. If the deficiencies are not remedied to the satisfaction of RIAC, the bid will be rejected as non-responsive. If the deficiencies are remedied to the satisfaction of RIAC, the bidder will be issued a notice of apparent low bid at which time the bidder must comply with Paragraph 3.1.2.
10. In the event requirements of this DBE/EEO plan contradict requirements stipulated elsewhere in Federal or State regulations, the more stringent requirement and at a minimum the Federal regulation must be satisfied.

3.2 PRE-BID MEETING

All Contractors will be notified of a Pre-Bid Meeting where any questions concerning EEO or DBE utilization may be addressed. If a question cannot be answered at that time or a point needs clarification, that information will be provided prior to the bid date.

3.3 DBE BID PACKAGE REQUIREMENTS

The DBE percentage requirements assigned to a bid package by RIAC, or its designated agent, will be derived from a review of the capabilities of potentially available DBE's in relation to the nature and estimated size of the bid package. There are no restrictions on the use of Rhode Island certified DBE's except that they must be utilized in the work category (capacity) for which they are certified and in a commercially useful manner on the project. It may be possible for a certified DBE to perform related work in the work category for which certification was received. This performance analysis, if necessary, will be done by RIAC. Bidders are not required to stipulate only one DBE Subcontractor on their Bid Proposal if they are seeking quotes from more than one DBE but they must indicate, at the time of bid submittal, all of their potential DBE's and have all of them fill out the Intent to Perform (Exhibit 1) sheet.

Once a contract is awarded, no DBE firm that was identified to perform as part of your Disadvantaged Business Enterprise Utilization Plan (Exhibit 3) will be allowed to change their bid values or perform scope of work other than indicated without written explanation acceptable to RIAC, or its designated agent. Such written explanation must be submitted to RIAC's Disadvantaged Business Enterprise Liaison Officer (DBELO).

Non-certified Minority or Women Contractors can be used but will not be counted as part of your DBE plan. Non- certified DBE's cannot be counted toward meeting the initial DBE bid package requirement.

3.4 DBE UNAVAILABILITY CERTIFICATION

A market survey of DBE availability has been conducted to aid RIAC, or its designated agent in the establishment of reasonably attainable DBE requirements for each bid package.

Any DBE who, for any reason, declines to bid or subcontract with a Contractor must indicate same on the DBE Waiver Form (Exhibit 2). Those who have been contacted in good faith and do not respond should be brought to the attention of RIAC, or their designated agent in sufficient time for them to document the circumstances. If, after making a genuine attempt to seek out and solicit bids from DBE's fails to attain the bid package percentage requirement, the Contractor must submit a request for partial or full waiver of the DBE requirement. The request for a partial or full waiver of the DBE requirement must include documentation in accordance with Paragraph 3.1.7 and must be made with the bid for evaluation by RIAC or their designated agent. RIAC reserves the right to verify the good faith documentation submitted. RIAC may waive a part or all of the DBE participation requirement. A waiver will only be granted if RIAC is satisfied that the documentation submitted clearly substantiates a good faith effort by the Contractor to meet the DBE participation requirement (Reference paragraph 3.1.8).

3.5 CHANGES TO DBE PLAN

The successful bidder will be required to attend a Pre-Construction Conference where, among other things, the bidder's proposed DBE plan of action (Exhibit 3) will be reviewed. Any DBE modifications or changes that may have occurred between the time of the bid submittals and the conference must be brought to the attention of RIAC and their designated agent at this meeting. No deviation from the bid will be acceptable without explanation/documentation acceptable to RIAC and their designated agent.

Any changes in the utilization of DBE's identified at the time of bid must be brought to the attention of RIAC and their designated agent immediately as part of the conditions of the contract. No DBE can be submitted for another DBE named as part of the DBE Utilization Plan with the bid submittal without written notification to the original DBE and the approval of RIAC and their designated agent.

If the successful bidder attempts to alter their proposed DBE participation without an explanation and/or documentation that is acceptable to RIAC, RIAC reserves the right to disqualify the bid and/or find the Contractor in default and terminate the contract, award the contract to the next most responsive bidder or to re-bid the work, whichever they deem to be in the project's best interest. If the contract is terminated and/or the work is re-bid, the disqualified/terminated bidder(s) will have his bid surety forfeited and be barred from participating in the re-bid. Any additional costs incurred as a result of the contract termination including, but not limited to, delays, increased labor, material, equipment, airport/airlines operations, etc., shall be the responsibility of the disqualified/terminated Contractor and his surety.

The final accepted DBE Utilization Action Plan (Exhibit 3) with any accepted modification will become the contract requirement that RIAC, or its designated agent, will monitor for the duration of the contract.

3.6 DBE REQUIREMENT REPORTING AND MONITORING

Each Contractor will be required to submit documentation of DBE participation as the work progresses. A Monthly Compliance Report/DBE Participation Affidavit (Exhibit 4), EEO/DBE Monthly Activities Report (Exhibit 5) and Contractor's Sworn Statement Report (Exhibit 9) will be required to be submitted monthly with the Contractor's Application For Payment or by the last day of the month if the Contractor is not submitting an Application For Payment. Trade Contractor's Application for Payment will not be processed if any of the DBE monthly reports are delinquent.

Prompt payment certifications shall be completed by all sub-contractors (DBE and non-DBE) and submitted to the prime Contractor a minimum of seven (7) days prior to submitting their pay application for approval. Incomplete or missing forms may delay processing of the pay application.

4.0 EEO PARTICIPATION REQUIREMENTS

All Contractors and Subcontractors must comply with the requirements for affirmative action to ensure equal opportunity in accordance with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR, Chapter 60).

As a condition of contract the Contractor certifies that it does not maintain segregated facilities by signing Exhibit A at the same time the contract is signed. The Contractor further agrees to adhere to and be obligated to the provisions of Exhibit A-1 through and including A-4 of this plan.

The Contractor and Subcontractor are subject to audit by the Rhode Island State Equal Opportunity Office, RIDOT and Federal Department of Labor OFCCP. If it should be determined by the Rhode Island State Equal Opportunity Office that the Contractor or Subcontractor is in non-compliance with any of the provisions of Exhibit A, A-1 through and including A-4, the Trade Contractor or Subcontractor will be given written notice. If the Contractor does not comply within 7 days, the Contractor will be considered in breach of contract and upon 10 additional days the Trade Contract may be terminated.

The Contractor and Subcontractor are required to complete and submit the Department of Administration State Equal Opportunity Office Contract Compliance Report (Exhibit 6) and the Monthly Employment Utilization Report (Exhibit 7) to document and report the percent (%) of minorities and women in the work labor force. The Contractor and Subcontractor are expected to maintain the specified minority/female manpower utilization for the duration of their work.

The Contractor and Subcontractor must complete the Equal Opportunity Office Contract Compliance Report (Exhibit 6) within sixty (60) days of contract award and prior to commencing work on the project site. The Contractor completes pages 1-4 and a page 4A for every Subcontractor to be used on the project. This report must be submitted to the Rhode Island State Equal Opportunity Office with a copy to RIAC and their designated agent.

The Monthly Employment Utilization Report, Form CC257 (Exhibit 7) must be completed by the Contractor and all Subcontractors. The report must be submitted with the monthly pay application and contain information for the preceding month. Should the Contractor fail to submit the report or ensure that the Subcontractors have submitted same, the Contractor's payment in process will be withheld and subsequent applications for payment will not be processed until the Contractor has

complied.

4.1 CERTIFICATE OF UNDERSTANDING

The attached Exhibit 8, Bid Conditions - Certificate of Understanding, must be signed and submitted with the Bid Proposal. The bidder certifies they have read and understand the EEO requirements of the Project. Should the Trade Contractor fail to comply with the Project EEO requirements, the Contractor will be considered in default of contract and the Trade Contract may be terminated.

4.2 POLICY OF CONTRACTS

In accordance with Rhode Island General Law 28-5.1, The Rhode Island Airport Corporation shall require that all contractors and suppliers of good and services sign contracts containing an Equal Opportunity Clause. The clause shall state that the parties agree to adhere to the provisions of all applicable laws, rules and regulations, both State and Federal, including, but not limited to Rhode island General Law 28-5.1, Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and Executive Orders 11246 and 11375. Every effort will be made to solicit bids from Minority Business Enterprises and Women's Business Enterprises. This policy is and will continue to be posted in conspicuous areas.

EXHIBITS

I. DBE

Exhibit 1	Letter of Intent to Perform as a Qualified Disadvantaged Business
Exhibit 2	Intentionally Left Blank
Exhibit 3	Disadvantaged Business Enterprise Utilization Plan
Exhibit 4	Monthly Compliance Report – DBE Participation Affidavit
Exhibit 5	EEO/DBE Monthly Activities Report
Exhibit 6	Contract Compliance Report
Exhibit 7	Monthly Employment Utilization Report
Exhibit 8	Bid Conditions – Certificate of Understanding
Exhibit 9	Contractor’s Sworn Statement Report
Exhibit 10	Subcontractors Prompt Payment Certification

II. EEO

Exhibit A	Equal Opportunity Certificate of Assurance
Exhibit A-1	Standard Federal EEO Contract Specifications
Exhibit A-2	Equal Opportunity Clause Federally-Assisted Construction Contracts
Exhibit A-3	Notice of Requirement for Affirmative Action to Ensure EEO
Exhibit A-4	Certificate of Nonsegregated Facilities

EXHIBIT 1

**LETTER OF INTENT TO PERFORM
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: _____
(Name of Contractor)

Project: Network Refresh – Procurement, Installation,
and Programming

Reference #: _____

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

Subcontractor: _____
(Name)

Contract Amount _____

Supplier: _____
(Name)

Contract Amount _____

The Bid Price agreed upon is: \$ _____ Dated _____

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

(Date)

(Name of Disadvantaged Company)

*As determined by _____

(Signature of Authorized Official)

(Title of Authorized Officer)

EXHIBIT 2

INTENTIONALLY LEFT BLANK

EXHIBIT 3

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project: Network Refresh – Procurement, Installation, and Programming
2. Number of Project: 36661
3. Total Dollar Amount of Bid _____
4. Disadvantaged Business Enterprise Participation \$ Goal _____
 - a. Name of Bidder _____
Address _____
Phone(s) _____
 - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)

Total of listed amounts \$ _____

(Use back of sheet for additional space, if needed)

Contractor: _____

By: _____

Address: _____

Phone Number: _____ Zip Code: _____

EXHIBIT 4

MONTHLY COMPLIANCE REPORT
DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION AFFIDAVIT
RHODE ISLAND AIRPORT CORPORATION (RIAC)

WBS #
CONTRACT #:
PROJECT#:

BASE CONTRACT AMOUNT: %
APPROVED CONTRACT AMENDMENTS:\$
ADJUSTED CONTRACT AMOUNT: \$
DBE BASE CONTRACT COMMITMENT: \$
DBE BASE CONTRACT PERCENTAGE %
ACTUAL DBE AMOUNT: \$
ACTUAL DBE PERCENTAGE: %

DURATION OF CONTRACT: TO
REPORT OF CONTRACT: TO
PREPARED BY:
TITLE:

	NAME OF DBE	INDICATE WBE CONTRACTOR OR DBE CONTRACTOR	INDICATE DBE CONTRACTOR (C) SUPPLIER (S)	CLASSIFICATION OF WORK	ITEM S OF WORK	DATE OF AWARD	CONTRACT START DATE	APPROX. COMPLETION DATE	TOTAL AMOUNT OF CONTRACT	\$ IN CHANGE ORDERS TO DATE	FROM PREVIOUS APPLICATION S	\$ PAID THIS PERIOD	TOTAL PAID TO DATE	% COMP LETE	CONTRACT & REMAINING
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															

Signature: _____
Subscribed and sworn to before me this _____ day of _____ A.D. 200 .
Notary Public in and for _____ County.
My commission expires _____

EXHIBIT 5

E.E.O. / DBE MONTHLY ACTIVITIES

The following data must be contained in your report of EEO/DBE activity on the project.

EEO/DBE Participation for Month of _____, 20__.

Contractor/Subcontractor

List DBE's (Disadvantaged Business Enterprises) who worked on the project during the reporting period: (Note: Any DBE who started or completed contract during this period)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Provide a brief description of project EEO/DBE activities for the months including Audits, Complaints, Discrimination Charges, and Terminations etc.

EEO _____
No.of Hiring Opportunities _____
Layoffs/Recalls _____
EEO Meetings/Sessions _____
Out of reach Efforts _____
DBE _____

Contractor

Prior	Current	To	Month	Month	Date
1.	Number of TOTAL PERSON HOURS	_____			
2.	Number of MINORITY PERSON HOURS	_____			
3.	Number of WOMEN PERSON HOURS	_____			

Status of project Affirmative Action goals: _____

	Prior		Current
	Month	%	Month %
Women	_____		_____
Minority	_____		_____

EXHIBIT 6

DEPARTMENT OF ADMINISTRATION
STATE EQUAL OPPORTUNITY OFFICE

Evaluation

I. Contract Compliance Report

11.1 Bid # _____ Contract # _____

Contract Value _____

11.1.1 Section 1

For Office Use Only	
☐	Compliance
☐	Non-compliance
☐	Incomplete Data

1. Name, Address & Phone # of Contractors Office	2. Name & Title of Executive Officer
3. Name & Title of EEO Officer	4. Project Location & Activity
5. Contract Production Schedule: Beginning Date _____ Estimated Completion Date _____ Anticipated Peak Employment Dates _____	6. Name & Title of Project Officer

7. DATE LAST REPORT SUBMITTED TO THIS AGENCY: _____

	YES	NO
8. Has a collective bargaining agreement or other contract of understanding been made with a labor union(s), which represent the employees?		
9. Is the non-discrimination clause included in all union contracts, sub-contracts and other contracts as executed in your state contract? If YES', submit a copy of these letters/notices		
10. Have all you unions, Contractors and sub-Contractors covered by these reporting requirements been advised in writing of your non-discrimination requirements? If YES', submit a copy of these letters/notices		
11. Has a written Affirmative action Program been established that covers all applicable requirements of 41 C.F.R. Chapter 60 including a program for Disabled and Vietnam Era Veterans and persons with handicap? If YES', submit a copy		
12. Has your company policy been communicated in writing to all officers and employees?		
13. Do you explain all educational or formal training programs to employees or prospective employees, which allow persons to participate on an equal basis?		

14. Have all recruitment sources, including unions, been notified in writing that all qualified applicants will receive consideration for employment without regard to RACE, SEX, NATIONAL ORIGIN, RELIGION, COLOR, AGE AND HANDICAP?		
15. Does Union(s) notify the company in writing that its policies and practices are consistent with the non-discrimination requirements? If NO', attach a sheet of paper describing the effort by union(s) to obtain such information and commitments		
16. Do you maintain segregated facilities (e.g. restrooms, lunch rooms, recreational areas, etc.)? On basis of RACE, SEX, NATIONAL ORIGIN, RELIGION, COLOR, AGE AND HANDICAP?		

SECTION 2 HIRING INFORMATION AND PROCEDURES

Which of the following recruitment sources does your company use?

<u>Check Sources Used</u>	<u>Percentage of Applicants</u>
☐ Word of Mouth	
☐ State Employment Services	
☐ Private Employment	
☐ Schools and Colleges	
☐ Newspaper Advertisements	
☐ Walk-Ins	
☐ Referral by Labor Organization	
☐ Referral by Minority Organization	
☐ Other _____ (Specify)	

17. Do all recruitment publications show “An Equal Opportunity Employer”?
18. Please attach an explanation of criteria use for hiring, and copy of your employment application.
19. Submit your employee handbook of contract compliance information and Equal Opportunity Policy Statement.

Union Title or Identification	Union Local Number	Does the Union have exclusive referral rights?		Does Union sponsor or participate in pre-apprentice, or post-apprentice training programs?		Does Contractor sponsor or participate in pre-employment, or post-employment training programs?	
		Yes	No	Yes	No	Yes	No

Other recruiting services, especially minority, women, handicap and social service organizations.

Name of Other Identification

Address

SECTION 3 SUBCONTRACTORS – VENDORS – SUPPLIERS

List sub-Contractors to be used on this contract.

Name	Address	Percent Minority	Percent Female
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4

EMPLOYMENT STATISTICS

1. Employment Statistics (Use pay period ending nearest to the 15th of the month preceding that in which it is due.)

Occupational Categories	Total Male	W	B	H	API	AI AN	Total Female	W	B	H	API	AI AN	HCP	Over 40 yrs
Official/managers														
Professionals														
Technicians														
Sales workers														
Office/clerical														
Crafts (skilled)														
Operatives (skilled)														
Crafts (unskilled)														
Service workers														
Total:														
# Of employees one year ago to date														
Apprentices														

Male Employees Female Employees
TOTAL EMPLOYEES IN RHODE ISLAND: _____

LEGEND:	W – WHITE	H – HISPANIC	AI – AMERICAN INDIAN
	B – BLACK	API – ASIAN/PACIFIC ISLANDER	AN – ALASKAN NATIVE
			HCP - HANDICAP

2. Employment figures were obtained from data dated: _____
3. Attach a sheet identifying by name, sex, race, date of hire, position held, and date of termination of all minorities & females hired since your last bid review.
4. Please submit copies of all late 257 Monthly Utilization Reports. Future reports must be in this office no later than the 5th of each month.
5. The Contractor will notify the State Equal Opportunity Office in Writing upon completion of this contract.

SIGNATURE AND TITLE OF PERSON COMPLETING THIS FORM

DATE

SIGNATURE OF CONTRACT COMPLIANCE OFFICER
(STATE EQUAL OPPORTUNITY OFFICE)

DATE

(1) SECTION 4-A

1. Name, Address & Phone # of Subcontractor EEO Contract Value __ _	2. Name, Address & Phone # of Prime Contractor

11.1.1.1.1 SUBCONTRACTOR'S EMPLOYMENT STATISTICS

3. Employment Statistics (Use pay Period ending nearest to the 15th of the month preceding that in which it is due).

[illegible]

TOTAL EMPLOYEES IN RHODE ISLAND: _____

LEGEND:

W – WHITE	H – HISPANIC	AI – AMERICAN INDIAN
B – BLACK	API – ASIAN/PACIFIC ISLANDER	AN – ALASKAN NATIVE
		HCP - HANDICAP

4. Employment Figures were obtained from data dated: _____
5. Attach a sheet identifying by name, sex, race, date of termination of all minorities & females hired since your last bid review.

DATE _____

DATE _____

Monthly Employment Utilization Report

U.S. Department of Labor

EXHIBIT 7

Employment Standards Administration
Office of Federal Contract Compliance Programs

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.						1. Covered Area (SMSA or EA)		2. Employers I.D. No.		OMB No. 1215-01633 Expires: 12/13/92						
3. Current Goals Minority _____ Female _____		4. Reporting Period From _____ To _____		Name and Location of Contractor								Federal Funding Agency				
5. CONSTRUCTION TRADE	Classifications	TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS												9. Total Number of Employees M F	10. Total Number of Minority Employees M F	
		6a. Total All Employees By Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic		6d. Asian or Pacific Islander		6e. American Indian or Native American		7, Minority Percentage	8. Female Percentage			
		M	F	M	F	M	F	M	F	M	F					
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
	Journey Worker															
	Apprentice															
	Trainee															
	Sub-Total															
Total Journey Worker																
Total Apprentices																
Total Trainees																
Grand Total																
11. Company Official's Signature and Title						12. Telephone Number (Include area code)				13. Date Signed			Page of			

Form CC-257
Rev. Jan. 1992

EXHIBIT 8

BID CONDITIONS - CERTIFICATE OF UNDERSTANDING

TRADE CONTRACTOR: _____ PROJECT: _____
ADDRESS: _____ PHONE: _____
_____ CONTRACT NO: _____

I the undersigned understand that:

1. Form 257 is to be submitted with the monthly payment application for the previous month to the State EEO Office and a copy to the project site's designated Contract Compliance Officer.
2. All building trade manhours work being performed during the performance of this contract (Federal and non-Federal) in the SMSA area of the project are to be reported to the Federal Government.
3. A minimum goal is outlined by OFCCP or the project agreement for minority and female manpower utilization in terms of total trade work hours in the aggregate trade work force. It will be achieved or maintained at a minimum, for the duration of work to minimize any necessity for make-up hours or expansion of the normal workforce.
4. Minority and female work hours are to be consistent with other work crew hours in each trade whenever possible. Any major variations should be justified in the weekly report.
5. Minority or female employees are not to be transferred from your Firm's other projects for the purpose of meeting the goals of this contract.
6. The designated Project Contract Compliance Officer and the State Employment Office's construction desk are to be used as a source for assistance in recruiting minorities and females when they are not available through union referral procedures.
7. A roster of all minority and/or female applicants, seeking employment must be maintained at the project site.
8. The project site and union hall hiring practices and equal opportunity performance of trade-Subcontractors are the responsibility of the trade Contractor.
9. Reliance on union halls as the sole referral agent for minorities or female trades persons is not a justifiable excuse in meeting your EEO employment obligations and affirmative action responsibilities of this contract.
10. Trade Contractors who have been debarred from participating in federally funded contracts shall not bid or be utilized on this project.
11. By signing this document, I confirm that I have thoroughly reviewed the Contract Document EEO requirement and will comply with all rules and requirements contained therein.

Authorized Signature: _____ Title: _____
Date: _____



**CONTRACTOR
'S SWORN
STATEMENT**

I, _____, hereby declare that:
(Name)

1. I am the _____ of _____
(Title) (Company Name) ("Contractor").

2. I have personal knowledge of the information set forth herein.

3. I am duly authorized to make this statement on behalf of Contractor.

4. Contractor is a party to the Contract Agreement dated effective _____, Contract No. ____
("Contract") with the Rhode Island Airport Corporation (Owner). (MM/DD/YYYY)
(Contract #)

5. In performance of the services under the Contract the following table contains true and correct information covering the time period of _____ to _____ with respect to the work performed and materials furnished on behalf of
(MM/DD/YYYY) (MM/DD/YYYY)

Owner by duly authorized subconsultants and/or subcontractors of Contractor.

A	B	C	D	E	F	G	H	I	J	K
Subcontractor Name	Certified DBE (Y/N)	Original Value of Subcontract	Construction Change Orders to Date +/- (-) In Dollars	Actual Value of Subcontract (C + D)	Total Retainage	NET Subcontract Amount (E - F)	Amount Subcontractor Earned to Date	Total Amount Paid to Subcontractor from Previous Applications	Amount Paid to Subcontractor this Reporting Period	Amount in Lien Waivers (attached)
Example: ABC Corp.	Y	\$ 60,000.00	\$ 1,500.00	\$ 61,500.00	\$ 3,075.00	\$ 58,425.00	\$ 58,442.40	\$ 52,897.50	\$ 5,544.90	\$ 52,897.50
					\$ -	\$ -				
					\$ -	\$ -				
					\$ -	\$ -				
					\$ -	\$ -				
					\$ -	\$ -				

6. The undersigned further declares that Contractor has not employed labor or procured materials from any person, firm or corporation for the subject time period other than those identified above mentioned.

I declare under penalty of perjury that the foregoing is true and correct.

(Signature)

Contractor Notes:

EXHIBIT A

CONTRACT AGREEMENT

EXHIBIT A – OPPORTUNITY CERTIFICATE OF ASSURANCE

I, _____, THE UNDERSIGNED, CERTIFIES THAT HE DOES NOT AND WILL
(AUTHORIZED NAME)
NOT MAINTAIN OR PROVIDE FOR THE UNDERSIGNED'S EMPLOYEES ANY SEGREGATED FACILITIES AT ANY OF THE UNDERSIGNED'S ESTABLISHMENTS, AND THAT THE UNDERSIGNED DOES NOT AND WILL NOT PERMIT THE UNDERSIGNED'S EMPLOYEES TO PERFORM THEIR SERVICES AT ANY LOCATION, UNDER THE UNDERSIGNED'S CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED. THE UNDERSIGNED UNDERSTANDS THAT THE PHRASE "SEGREGATED FACILITIES" MEANS ANY WAITING ROOMS, WORK AREAS, REST ROOMS AND WASH ROOMS, RESTAURANTS AND OTHER EATING AREAS, TIME CLOCKS, LOCKER ROOMS AND OTHER STORAGE OR DRESSING AREAS, PARKING LOTS, DRINKING FOUNTAINS, RECREATION OR ENTERTAINMENT AREAS, TRANSPORTATION AND HOUSING FACILITIES PROVIDED FOR EMPLOYEES WHICH ARE SEGREGATED BY EXPLICIT DIRECTIVE OR ARE IN FACT SEGREGATED ON THE BASIS OF RACE, CREED, COLOR OR NATIONAL ORIGIN, BECAUSE OF HABIT, LOCAL CUSTOM OR OTHERWISE. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT MAINTAINING OR PROVIDING SEGREGATED FACILITIES FOR THE UNDERSIGNED'S EMPLOYEES TO PERFORM THEIR SERVICES AT ANY LOCATION, UNDER THE UNDERSIGNED'S CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED, IS A VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE REQUIRED BY EXECUTIVE ORDERS 11246 OF SEPTEMBER, 1965 AND 11375 OF OCTOBER 13, 1967 AND THE RULES AND REGULATIONS THEREUNDER.

THE UNDERSIGNED FURTHER AGREES THAT IT WILL OBTAIN IDENTICAL CERTIFICATIONS FROM PROPOSED SUBCONTRACTORS PRIOR TO THE AWARD OF SUBCONTRACTS EXCEEDING \$10,000.00 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

THE UNDERSIGNED AGREES TO COMPLY WITH ALL REPORTING REQUIREMENTS OF EXECUTIVE ORDERS 11246, AS AMENDED, SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERANS' READJUSTMENTS ASSISTANCE ACT OF 1974, AS AMENDED, (38U.S.C.4212) AND THEIR IMPLEMENTING REGULATIONS AT 41 CFR CHAPTER 60. EMPLOYER INFORMATION REPORT EEO-1 (STANDARD FORM 100) MUST BE FILED WITH THE JOINT REPORTING COMMITTEE NO LATER THAN MAY 31 EACH YEAR.

THE UNDERSIGNED ACKNOWLEDGES EXHIBITS A-1 THROUGH AND INCLUDING A-4 AS PART OF AND INCLUDED WITHIN THE UNDERSIGNED'S CONTRACT AGREEMENT AND OBLIGATION.

IF YOU HAVE A CURRENT GOVERNMENT APPROVED EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM PURSUANT TO 41CFR 60-2, PLEASE CHECK HERE _____. IF YOU DO NOT HAVE A CURRENTLY APPROVED PROGRAM, YOU HEREBY AGREE TO

DEVELOP AND SECURE GOVERNMENT APPROVAL OF AN EQUAL EMPLOYMENT OPPORTUNITY ACTION PROGRAM WITHIN 120 DAYS AFTER RECEIPT OF ANY ORDER OF \$50,000.00 OR MORE IF YOU HAVE OVER FIFTY (50) EMPLOYEES.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

EXHIBIT A – 1

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONTRACT SPECIFICATIONS
(41 C.F.R. PART 60-4.3)**

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, United States 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:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation from which this contract resulted.
3. If the Contractor is participation (pursuant to 41 CFR & 60-4.5) in a Hometown plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan are (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligation 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, the Contractor must employ such apprentices and trainees 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 foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organization when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, address 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 fields with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs for the area which 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 7(b) 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 publishing 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 a; employees at each ;occasion 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 with onsite supervisory personnel such as Superintendents, General Forman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by a recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR & 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 prepare for, though 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 obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are no segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for Subcontractors 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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate involuntary associations, which insist in fulfilling one or more of their affirmative action obligations (7(a-p)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a-p) of these specifications provided that the Contractor actively participates in the group, makes every efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have each 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 Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter any Subcontractor with any person of 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 suspensions, termination and cancellation of existing subcontracts as many 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 obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR & 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as many be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT A-2

THE EQUAL OPPORTUNITY CLAUSE
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS
(41 C.F.R. PART 60-1.4b)

- a. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following 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 or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding, a notice to be provided advising the labor union or workers' representative of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of the September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by the Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to the agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II. Sub-part D of the Executive Order. In addition the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or part this grant (contract, loan, insurance, guarantee); refrain from extending any failure or refund occurred until satisfactory assurance of the future compliance has been received from such an applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT A-3

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(41 C.F.R. PART 60 – 4.2)

The following notice shall be including in all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000.

1. The Officer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity 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:

Goals for
minority
participation for
each trade
0.0%

Goals for
female
participation in
each trade
0.0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical areas 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 & 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR & 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR & 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 within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this

solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the “covered area” is the City of Warwick, Kent County, State of Rhode Island and Providence Plantations.

EXHIBIT A-4

CERTIFICATION OF NONSEGREGATED FACILITIES
(41 C.F.R. PART 60-1.8)

This Company certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Seller further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time period) it will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods):

“NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES”

A certification of nonsegregated facilities, as required by the May 9, 1967, order on elimination of segregated facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually.)

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S. Code 1001.

This Company hereby certifies that it will comply with all of the applicable provisions set forth in Executive Order 11246 and those specific provisions contained herein specifically Title 41 C.F.R. & 60-1.4)b), & 60-4.2, & 60-4.3 and certification of non-segregated facilities statement.

END OF SECTION 00750

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SECTION 00800

SUMMARY OF WORK AND SPECIAL CONDITIONS

1.0 - General. The special requirements set forth in this section of these specifications shall govern any aspect of the contract work where such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property or create any hazard to aircraft operations and point out special coordination or schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements as set forth above.

The Summary of Work in this Section comprises the Network Refresh – Procurement, Installation, and Programming Rhode Island T.F. Green International Airport. The following scope of work description is intended to be general in nature. The intention is to have the successful Contractor perform all of the work shown on the Contract Documents. The Contract Drawings and Specifications may not necessarily indicate or describe all work, or means and method of construction required for completion of the Work. The Contractor shall provide and install all incidentals that are required for completion of the Work.

The Contractor shall provide all items required for complete operating systems including items not necessarily shown in the Contract Documents, but that can be reasonably inferred as being required for a complete operating system.

The Contractor, his agents and sub-Contractors shall be responsible for, and conform with all applicable rules, regulations and directives as may be issued by RIAC Operations through the Project Manager. Should there be a question or an interpretation needed RIAC Operations through the Project Manager or its designated representative (Engineer) will provide such assistance accordingly. However, it shall be the Contractor's responsibility for conformance.

1.1 Related Requirements Included

- A. Project Specifications, Division 0, Bidding and Contract Documents.
- B. Project Specifications, Division 1 Specifications, General Provisions.
- C. FAA General Provisions.
- D. Supplemental Special Provisions
- E. Technical Specifications including FAA Standards and Special Provisions.
- F. The Contractor shall comply with and be responsible for all of the requirements of the Contract Documents, without exception.
- G. The Contractor shall comply with all applicable requirements in this Section and the more specific requirements contained in the remaining Specifications.

H. The Contract Form for this Project shall be as stipulated in Division 0, Section 00500 in the Contract Documents.

2.0 Project Description. Prior to this project being solicited, the airport underwent an independent planning project to outline the desired network architecture, equipment, and network monitoring plans for future use at the airport. This planning project resulted in a Network Replacement Recommendations Report which will be provided as part of the pre-bid meeting, and will provide additional detail and insight into the desired outcomes from the RIAC IT team.

A detailed list of project requirements are provided as an attachment to this IFB document titled:
IFB (Network Switch Replacement) - Detailed Deliverable Requirements

This project consists of the replacement of active network switches throughout the airport complex and the implementation of a new network architecture that will be utilized by the airport moving forward. The replacement will consist of six (6) core layer switches, eight (8) distribution layer switches, and ninety-two (92) access layer switches.

The contractor will need to identify all existing connections on switches, coordinate with RIAC IT on final network architecture details, create a transition and implementation plan to setup the new network, and then transition existing systems to the new network. The existing network would be removed, packaged, labeled, and returned to RIAC IT, and all rack cabling will be properly dressed and labeled.

The proposal pricing is split into a base plus two options for execution over three funding years.

Funding Year 1 will consist of all engineering planning for the network architecture. Additionally, it will include procurement and installation of a new core and distribution layer. These switches will be stood up and configured for production based on coordinated network architecture meetings with RIAC LAN. These new switches will run in parallel with the existing network. Additionally, the contractor will procure twenty-five new access layer switches and transition twenty-five existing access layer switches to the new network architecture. This phase will also include the reconfiguration of a new Gateway to the new network. During this phase, the existing core switches will be demoted to distribution layer, if deemed necessary by the contractor.

Funding Year 2 will consist of the replacement of an additional thirty-five access layer switches.

Funding Year 3 will consist of the replacement of the final thirty-two access layer switches.

2.1 Scope of Work and Use of the Premises

- A. Contractor shall have use of the Project Site as shown on the applicable drawings for execution of the Work of this Contract, except as may be otherwise indicated or necessitated by the requirements of the Contract Documents.
- B. Contractor shall provide all labor, equipment and materials necessary to perform the construction shown in the Contract Documents.
- C. Contractor shall provide the required security provisions at all access gate openings during the performance of the Work.

- D. Contractor shall perform all work in conformance with O.S.H.A. requirements.
- E. Contractor shall coordinate the use of the premises consistent with the Project requirements as may be directed by the Owner, or designated agent.
- F. Tolerances defined in the Contract Documents shall be strictly adhered to.
- G. Contractor shall use access routes for delivery of materials and equipment only as indicated on the drawings and as may be directed by the Engineer. Do not use access routes other than those indicated. Contractor shall keep clean, maintain and repair all access routes used.
- H. Contractor shall assume full responsibility for the protection and safekeeping of all products under this contract, stored and/or installed on the Project Site as well as those products stored off the Project Site. Materials, products and equipment shall be stored on the Project Site only in those areas indicated or allowed for staging and approved by the Engineer.
- I. Contractor shall move any stored material or equipment that interferes with the operations of the Owner, airport users or other tenants at no additional cost. Do not unnecessarily encumber the Project Site with materials, products and/or equipment.
- J. Safe staging and material storage shall be limited to the area indicated on the drawings and as may be designated by the Engineer. Contractor must obtain specific permission from the Engineer for the use of other areas for storage and staging.
- K. Contractor shall protect areas subject to possible damage by Work performed under this contract. Contractor shall, at his sole cost and expense, repair or replace any existing work damaged by his sub-Contractor's personnel or equipment.
- L. Contractor shall provide temporary warning signage and obstruction lighting as may be required by the Owner or the FAA.

2.2 Work Sequence and Completion

- A. Contractor shall work in an orderly manner and coordinate the work with affected parties as required.
- B. No disruption of airport and/or airport user operations, use of adjacent facilities and access to those facilities is allowed.
- C. The Owner or Engineer may require certain work to be performed after normal working hours or on holidays or weekends or as may be required so as not to disrupt airport and/or airline operations. Such work does not constitute a change

of scope or additional cost.

- D. Contractor shall perform the Work in conformance with FAA Section 80 and the Construction Safety and Phasing Plan.

2.3 Substitutions and Product Options

- A. Refer to Division 1, Section 01631, PRODUCT SUBSTITUTION PROCEDURES in the Project Specifications.

2.4 Work by Others

- A. Refer to the Contract Documents for additional work to be performed by others.

3.0 - Project Schedule. Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written “Notice-to-Proceed” which will specify an effective date for the Contractor to begin work at the site. Refer to FAA Section 80 for more information regarding “Notice-to Proceed”, completion dates, construction scheduling and liquidated damages.

Refer to Paragraph 6.0 - Sequence of Work in this Section for further work restrictions placed on the Contractor by this Contract within the various Work Areas.

The Contractor shall be required to submit a tentative schedule of how the work will be accomplished over the contract period.

Also, in accordance with paragraph 80-02 of the General Provisions, the Contractor shall notify the Engineer at least 72 hours in advance of the time he intends to start work. The Contractor shall coordinate his/her overall schedule with the other contractors through the Owner and the Engineer. The Contractor’s daily schedule must be coordinated with the Engineer and the Owner.

4.0 - Weekly and Daily Schedules Required. To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit weekly, a schedule of operations for the following workweek. The schedule shall be given to the Engineer by the end of the work week preceding the week covered by the schedule. The weekly schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

1. Major work items to be accomplished.
2. Subcontractors to be on-site.
3. Areas of the site where construction is scheduled.
4. Any anticipated closing of facilities that will be required.
5. Security and Safety Plan Requirements
6. Other information requested by the Owner or Engineer.

The Engineer may disallow work in areas not included in the current work schedule.

Prior to the beginning of work each day, the Contractor's superintendent shall meet with the Engineer to discuss the day's schedule and any anticipated changes to the weekly schedule. The Contractor shall be responsible for coordinating the work of the subcontractors with the Engineer.

The Contractor shall have a competent superintendent on the worksite at all times who is fully authorized to act as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer.

The Contractor shall provide the Engineer and the Owner with the name(s) and telephone number(s) of a person or persons who can be contacted before or after work hours for emergency situations affecting the construction. The Contractor shall be "on call" at all times during the length of the construction period.

5.0 - Sequence of Work and Liquidated Damages. The Contractor shall, immediately after award of the contract, complete in detail a Construction Progress Schedule covering all parts of the work which shall be submitted for approval to the Engineer prior to the Pre-Construction Conference. The Pre-Construction Conference will not be held until a Construction Progress Schedule has been submitted to the Engineer. The Construction Progress Schedule shall state the items of work and shall forecast the dates for carrying out each part of the work to be done.

The work for the Contract shall be prosecuted in such an order and manner as the Engineer shall approve at a Pre-Construction Conference. The amount of liquidated damages the Contractor will be required to pay the Authority shall be as indicated in Section 80 of the FAA General Provisions.

The Owner reserves the right to eliminate or reorder the work associated with any or all of the work area. Such elimination or reordering of the work shall not constitute a basis for claim by the Contractor for damage, delay, adjustment of unit prices, or additional Contract time.

6.0 - Storage Area and Equipment Yard. The area for the location of the Contractor's Field Office and for staging area(s) storing materials and servicing, repairing and parking construction equipment shall be located as shown on the Contract Drawings or as directed by the Engineer.

The Contractor will be required to return all equipment to the appropriate Contractor's staging area at the end of work each day, unless otherwise approved by the Engineer. All equipment booms shall be lowered at the close of each day's work.

All equipment will be parked in the staging area at the close of work each day and whenever it is not in use.

The Contractor (and his subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from pilferage. The Owner will not be responsible for any vandalized equipment or material stored on the airport property.

Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Engineer. Particular attention shall be given to the elimination of combustible rubbish, debris, or bird attractants such as food scraps in the areas and none shall be left exposed overnight or at other periods of time when the work is shut down.

At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly from the site in a workmanlike manner, the area left clean and free of all debris or surplus material, and the area returned to the condition as it existed prior to the start of the contract.

7.0 - Security and Safety

All employees of the Contractor and his sub-Contractors assigned to the Project site shall be limited to the designated work areas on the airfield. The Contractor shall comply with all airport security requirements as directed by RIAC, the FAA, or TSA. The Contractor shall be responsible for controlling access to work area and insuring that airport security is maintained at all times. The FAA can impose fines of \$10,000.00 or more for security violations and incursions into active aircraft operations areas. The contractor shall pay all fines assessed against the airport due to violations caused by the Contractor and his personnel, *subcontractor* and vendors.

Security measures at the airport will require that the Contractor's employees park their personnel cars in the areas designated by the Engineer for that purpose. Parking of personnel cars at the work sites will be permitted in those areas approved by RIAC.

The Contractor, as a subsidiary obligation shall provide adequate and safe transportation for his employees from the area where the cars are parked to and from the work area. Employees and drivers of work vehicles will be instructed as to proper access roads and will be cautioned that unauthorized use of airport roadway system or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.

All orders for material shall instruct the supplier of the procedures to be followed.

Portions of the project work area are located in a secured area of the airport. The Contractor shall be responsible for maintaining the integrity of the airfield's security and security systems. No gates shall be left unattended while opened. No gates shall be left opened during non-work hours.

The Contractor shall submit to the Engineer within 5 days after signing of the Contract, the **Safety Plan Compliance Document (SPCD)**, detailing the precautions proposed for maintaining site security and safety. For further details, see the GC series of the Contract Drawings, and the Construction Safety and Phasing Plan, which is included as Attachment A to Section 70 of the FAA General Contract Provisions. After approval of his/her SPCD, the Contractor shall follow it explicitly. The Owner may close the work at any time the plan is violated so as to endanger airport operations. Such closure shall not be considered a valid reason for extending the contract time or for any claim for extras by the Contractor.

The Contractor shall be responsible for the security of his equipment and materials, as well as the security of the equipment and materials of his agents and sub-Contractors. Further, he shall be responsible for the security of the contractor staging area. The area shall be locked and secure at all times, or guards posted at the area to control access. The Contractor shall provide adequate lighting for his area of the Project site.

The Contractor shall provide to Owner, or its designated agent a list of all his employees as well as a list of all the employees of his sub-Contractors and shall, during the work of the Project, advise such designated agent of changes to the list of personnel working on the Project. The Contractor shall be responsible for the direct **supervision** of his employees, those of his agents and sub-Contractors at all times while on the Project site or within any airport roadway systems.

8.0 - Disposal of Surplus Suitable and Unsuitable Materials. All surplus material, whether suitable or unsuitable, shall be legally disposed of by the Contractor off airport property, unless otherwise directed in the Contract Documents.

9.0 - Construction Layout. The Contractor will layout the proposed work based on the layout information provided in the plans. The layout of the work during construction shall be the responsibility of the Contractor. The Contractor shall verify the conformity of the existing conditions shown on the design plans to the actual existing conditions prior to the start of the work.

The Contractor shall furnish assistance to the Engineer as requested to check the layout or otherwise control the work. Such assistance shall be understood to include the provision of suitable manpower to assist the Engineer in taping measurements, holding a survey rod for checking grades and the like. The Contractor's obligations for layout, final survey and furnishing assistance to the Engineer shall be deemed incidental to the completion of the various work items and no separate payment will be made for such layout, final survey and assistance.

10.0 - Record Drawings. The Contractor shall maintain at the site a set of drawings on which shall be recorded accurately as the work progresses the actual "as-built" dimensions and grades of all his/her work, indicating thereon all variations from the Contract Drawings. This record of "as-built" conditions shall include the work of all subcontractors. Notations on mechanical and electrical work shall include nameplate data for all installed equipment. These drawings shall be kept current and available for review by the Engineer at all times.

All "as-built" information from the final survey shall be shown on the Record Drawings. In addition, a copy of the survey information, prepared in a standard surveyor's format that can be easily followed and checked, shall be provided.

The Record Drawings and the final survey information shall be submitted to the Engineer for review and shall be corrected by the Contractor as required. **The Record Drawings and final survey shall be completed and accepted by the Engineer before the time when the final payment shall be due and payable.** The preparation of the Record Drawings and the final survey shall be deemed incidental to the completion of the various work items and no separate payment will be made for such.

11.0 - Maintenance of the Construction Site. The Contractor shall keep the construction site free of paper, boxes, food, and other debris which could be blown onto runways and taxiways or be an attractant to birds.

All public floors and pavements shall be kept clear and clean at all times. All rocks, mud, and other debris carried onto the public floor or pavement by the Contractor's equipment must be immediately swept to the satisfaction of Engineer.

The Contractor shall also be responsible for supplying any other equipment as may be necessary to clean all areas that are contaminated as a result of his/her operations to the complete satisfaction of the Engineer and Airport Operations.

12.0 - Acceptance Testing. All acceptance testing of electrical materials required by various sections of the specifications will be paid for by the Contractor and witnessed by the Engineer.

13.0 - Confined Space Entry Procedures. The Contractor shall be aware of and follow proper confined space entry procedures as outlined by the National Institute for Occupational Safety and Health (NIOSH). Confined spaces are generally defined as spaces which:

- a. are NOT designed for continuous worker presence,

- b. have limited openings for entry and exit, and
- c. have less than ideal natural ventilation.

The Contractor shall, as a minimum, have the following equipment on hand for use by his/her employees, subcontractors, inspectors, etc.:

- a. 3 - harnesses
- b. 3 - 40' lengths of 5/8" nylon rope
- c. 3 - sets of leather gloves
- d. 3 - sets of safety glasses
- e. 1 - ventilation blower
- f. 1 - tripod w/ winch
- g. 1 - tri gas detectors of the latest approved models

14.0 - Cooperation by the Contractor. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

Contractors working on the same project shall cooperate with each other as directed.

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

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

15.0 - Standard Specification References. Wherever in this set of drawings or specifications the term:

“FAA” Specifications occurs, it shall be understood to mean the Standards for Specifying Construction of Airports, FAA Advisory Circular No. 150/5370-10B, latest edition and its revisions, and all work shall generally conform to this specification.

“ASTM” occurs, it shall be understood to mean the Standard (or Tentative Standard) Specifications or Standard Method of Test of the American Society for Testing Materials, Serial Designation in effect at the date of receipt of bids for this contract work.

“AASHO” or “AASHTO” Specification occurs, it shall be understood to mean Standard Specifications or Test Methods of the American Association of State Highway and Transportation Officials, and be the edition in effect at the date of receipt of bids for this contract.

“NEMA” Specification occurs, it shall be understood to mean the National Electrical Manufacturer’s Association.

“RIDOT STANDARD SPECS”, it shall be understood to mean the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

16.0 - Drawings. Drawings are provided in documents titled “**Rhode Island T.F Green International Airport Network Refresh**” under RIAC Contract No. [36661.]. Refer to the index of sheets in the drawing package for a complete list of drawings.

17.0 - Governing Law. The Contract shall be governed by the laws of the State of Rhode Island.

18.0 - Successors and Assigns. The Contractor respectively binds itself, its partners, successors, assigns and legal representatives to the Owner with respect to the covenants, agreements and obligations contained in the Contract Documents.

19.0 - Assignment

19.1 Contractor May Not Assign. The Contractor is prohibited from assigning this Contract or any part thereof, without the advance, express written consent of the Owner.

20.0 - Dispute Resolution

20.1 Choice of Arbitration or Litigation. The Contractor agrees to empower the Owner with sole and exclusive authority to decide whether claims between the Parties are to be resolved by litigation or arbitration. Should the Owner elect to arbitrate any such dispute, the rules below shall apply.

20.2 Arbitration. Subject to the Owner’s election above, any claim arising out of or related to the Contract shall, after decision by the Engineer (or if the Engineer fails to respond to a written claim identified as such within a reasonable period of time following 30 days after submission of the claim to the Engineer), be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time the Demand for Arbitration is filed. All hearings are to be held at a location to be determined by RIAC.

A. Demand for Arbitration. The Demand for Arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Engineer. In no event shall a Demand for Arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

B. Joinder and/or Consolidation. The Contractor agrees that consolidation and/or

joinder may, under certain circumstances, result in arbitral economy and a cost effective means in which to resolve disputes. The Contractor acknowledges that cost savings to the Owner, as a public authority is an important governmental objective, and that there may be times when consolidation and/or joinder is not in the Owner's best interest. Alternatively, there may also be instances when, in the public interest, use of consolidation and/or joinder may only benefit the Owner.

Nevertheless, Contractor acknowledges and agrees that the right to decide when or whether to consolidate with other arbitrations and/or join other parties is beneficial to the public interest even though it results in an imbalance of power and authority. Accordingly, the Contractor agrees that the Owner in its sole and exclusive discretion, shall have the right and authority to join any additional party to the Arbitration provided that the claims by and/or against such additional party have some factual or legal relationship to the claims asserted in the arbitration between Contractor and Owner. The Contractor further agrees that the Owner, in its sole and exclusive discretion, shall have the right and authority to consolidate any other arbitration to an Arbitration between the Contractor and Owner, provided that the claims to be decided in such arbitration have some factual or legal relationship to the claims asserted in the Arbitration between Contractor and Owner. Contractor's consent to vest sole and exclusive right to elect to decide when or whether to consolidate and/or join shall survive termination of this Contract.

C. Attorney's Fees. The Arbitrator(s) shall be permitted (but not obligated) to award attorneys' fees to the dispute's Prevailing Party.

D. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

20.3 Contractor's Obligation to Continue Performance. Pending final resolution of a claim or dispute, the Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

21.0 - Differing Site Conditions

21.1 Discovery of Concealed or Unknown Conditions. If the Contractor encounters conditions at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall notify the Owner promptly before conditions are disturbed and in no event later than two (2) Calendar days after first observance of the conditions.

21.2 Entitlement. The Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the

terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons.

22.0 - Decisions to Withhold Payment

22.1 The Owner may, with the Engineer's concurrence, withhold all or part of payments to the Contractor to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible. The Owner will promptly notify the Contractor in writing of the amounts and reasons for such withholding. To the extent the Owner desires to pay certain of the Contractor's Subcontractors, the Contractor agrees to negotiate as such.

22.2 The Owner's election to withhold payment may be the result of:

- A. Defective Work not remedied; or
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor; or
- C. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment; or
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or
- E. Damage to the Owner or another contractor; or
- F. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. Failure to carry out the Work in accordance with the Contract Documents.

22.3 When all of the above reasons for withholding payment are removed, payments will be made for amounts previously withheld.

23.0 - Claims for Consequential Damages

23.1 Waiver. Subject to the Owner's right to recover Liquidated Damages as provided elsewhere in the Contract Documents, the Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

23.1.1 Damages not already included in the Owner's estimation of Liquidated Damages including rental expenses, financing, business and reputation, and for loss of RIAC management or RIAC employee productivity or of the services of such persons; and

23.1.2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding, business and reputation, any damages that may be

characterized as “Cumulative Impact” which in words or substance includes damages allegedly sustained as a result of the cumulative impact of scope changes over the course of the Project’s construction, and for loss of profit except anticipated profit arising directly from the Work.

23.2 Applicability to Termination and Liquidated Damages: This mutual waiver is applicable, without limitation, to all consequential damages due to termination. Nothing contained herein shall preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

24.0 - Indemnification

24.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, the Engineer, their officers, directors, principals, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or relating to the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, its Subcontractor(s), or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless as to whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity provided elsewhere in the Contract documents.

24.1.1 Nothing contained herein shall be interpreted to require the Contractor to indemnify the Owner for the Owner’s own negligence.

24.1.2 In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

24.1.3 The Contractor’s defense obligations shall commence upon the assertion of a claim against any of the persons or entities indemnified hereunder for all claims that may fall within the scope of this indemnity obligation.

25.0 - Emergencies

25.1 Should an emergency affect safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent any further threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the Contract Documents.

26.0 – Waiver of Subrogation

26.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, the Engineer’s consultants, the Owner’s separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other

causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Engineer, its consultants, the Owner's separate contractors if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

END OF SECTION 00800

SECTION 00950

FEDERAL CONTRACT CONDITIONS

The following Statutes, Regulations and Administrative Orders form a part of the Contract Documents for which compliance by the Contractor and its Subcontractors is mandatory. The Contractor shall include each of these provisions in all of its subcontracts.

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: 0.0%

Goals for female participation in each trade: 0.0%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific

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

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

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.

A4 BUY AMERICAN PREFERENCE

BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ 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.

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

Certificate of Compliance with FAA Buy American Preference – Construction Projects

NOTE: Certification is included in the BID FORM section.

A5 CIVIL RIGHTS – GENERAL

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.

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

Title VI Solicitation Notice:

The Sponsor, 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, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public

entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on November 18, 2022 Page 22take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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 §§ 740-7671q) 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 exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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.

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

- (ii)
- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written

request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program

2. Withholding.

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

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)
 - (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <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 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (E) A pay application can not be deemed acceptable until all Contractor and subcontractor are submitted and approved by the Owner representative for the work period of the pay application.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

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

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

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the 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

Solicitation Language (Solicitations that include a Project Goal)

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 bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein and must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment. **SEE THE CONTRACTORS DBE PLAN FORM AND DBE LETTER OF INTENT FORM IN THE BID FORM SECTION.**

- 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.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner 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.

Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 10 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)) – The prime contractor must not terminate a DBE subcontractor listed in response to the Contractor's DBE Plan and DBE Letter of Intent Forms (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 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 the Owner 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.

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.

Termination Clauses:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIAC's written consent as provided in § 26.53(f); and
- (2) Unless RIAC's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantee's workplace may be where the contractors, subcontractors, or subgrantees are working.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

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.
- (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.

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.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas 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.
 - 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.
- 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 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring

all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar 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 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 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)

SOLICITATION CLAUSE

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color,

religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract .

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

CONTRACT CLAUSE

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

A21 PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY (Section not applicable.)

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

NOTE: Certification is included in the BID FORM Section.

A25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by

other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when

submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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.

END OF SECTION 00950

SECTION 00960

EXECUTIVE ORDERS

The following contract conditions apply to this Contract in the event U.S. Department of Transportation (DOT) financial assistance is applied for. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

Executive Order 11246--Equal employment opportunity

Source: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I--Nondiscrimination in Government Employment

[Part I superseded by Executive Order 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p.

Part II--Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A--Duties of the Secretary of Labor

Sec. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B--Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 by the contracting officer 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 or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting

officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 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.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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."

[Sec. 202 amended by Executive Order 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse

to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by Executive Order 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684.; Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

Subpart C--Powers and Duties of the Secretary of Labor and the Contracting Agencies

Sec. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 207. The Secretary of Labor shall use his best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D--Sanctions and Penalties

Sec. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall

be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E--Certificates of Merit

Sec. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

Sec. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

Sec. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III--Nondiscrimination Provisions in Federally Assisted ~~Construction~~ Contracts

Sec. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all ~~construction~~ contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any

Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 302. (a) " ~~Construction~~-Contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV—Miscellaneous

Sec. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

Sec. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by Executive Order 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

Sec. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

Sec. 405. This Order shall become effective thirty days after the date of this Order

Presidential Documents

Executive Order 13202 of February 17, 2001

Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

Section 1. To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

Sec. 2. Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

Sec. 3. To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

Sec. 4. In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

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Sec. 5. (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of “special circumstances” under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

Sec. 6. (a) The term “construction contract” as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term “executive agency” as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term “labor organization” as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

Sec. 7. With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

Sec. 8. As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

Sec. 9. The Presidential Memorandum of June 5, 1997, entitled “Use of Project Labor Agreements for Federal Construction Projects” (the “Memorandum”), is also revoked.

Sec. 10. The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

Sec. 11. This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforceable by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.



THE WHITE HOUSE,
February 17, 2001

FR Doc. 01-4622
Filed 02-21-01; 11:16 am]
Billing code 3195-01-P

18717

Federal Register

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Wednesday, April 11, 2001

Presidential Documents

Title 3—

Executive Order 13208 of April 6, 2001

The President

Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 5 of that order the following new subsection:

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- (c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.



THE WHITE HOUSE,
April 6, 2001.

[FR Doc. 01-9086
Filed 4-10-01; 8:45 am]
Billing code 3195-01-P

END OF SECTION 00960

DIVISION 1

GENERAL PROVISIONS

SECTION 01015

ABBREVIATIONS, DEFINITIONS AND TERMINOLOGY CONTRACT DOCUMENTS

PART 1- GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 1 – General Provisions requirements of the Project Specifications are applicable in the execution of all Specification Sections and drawings.
- B. FAA General Provisions, Section 10

1.2 REFERENCE STANDARDS.

- A. Reference standards, abbreviations, symbols, legends and definitions contained in this Section are not necessarily complete lists, but are general to the extent they are not defined explicitly elsewhere in the Contract Documents.

1.3 APPLICABILITY OF STANDARDS.

- A. Applicability of Standards: Except where Contract Documents provide more stringent requirements, applicable construction industry standards regardless of lack of reference within the Contract Documents have the same force and effect as if bound or copied directly into Contract Documents. Individual Sections indicate codes and standards the Contractor must keep available at Project Site for reference.
 - 1. Referenced standards take precedence over standards that are not referenced but recognized in construction industry as applicable.
 - 2. Unreferenced Standards: Except as otherwise limited by the Contract Documents, standards not referenced but recognized in industry as applicable will be enforced for performance of the Work.
- B. When standard is referred to an individual Specification Section but is not listed by title and date, it shall be considered to be latest edition with supplements or amendments at date of Project Specifications issue.
- C. Make available at Project Site copies of reference standards as required, or as the Owner or its designated agent may request. Maintain copies at Project Site throughout construction period. Submit copies, organized as instructed by the Owner or designated agent, at Project Closeout as part of Project Record Documents in accordance with Division 1, Section 01720 in the Project Specifications.
- D. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirements will be enforced, unless Contract Documents indicate otherwise. Refer all requirements that are different, but apparently equal, and

uncertainties as to which level is more stringent in writing to the Owner or its designated agent for decision before proceeding.

1. Minimum Quantities or Quality Levels: In every instance, quantity or quality level shown or specified shall be minimum to be provided or performed.
 2. Actual installation may comply exactly, within specified tolerances with minimum or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.
 4. Refer instances of uncertainty to the Owner or its designated agent for decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound within the Project Specifications.
1. Where copies of standards are needed for performance of required construction activity, Contractor shall obtain copies directly from publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, Owner, through the Project Manager reserves the right to require Contractor to submit additional copies as necessary for the enforcement of requirements.
 3. Maintain copies at Project Site throughout construction period. Submit copies, organized as instructed by the Owner through the Project Manager, at Project Closeout as part of Project Record Documents in accordance with Section 01720.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in Specifications or other Contract Documents they mean recognized name or trade association, standards generating organization, authority having jurisdiction, or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Company.

1.4 ORGANIZATION, SOCIETY AND OTHER STANDARD ABBREVIATIONS.

- A. The following organization, societies, institutes, federal and local agencies are incorporated into Contract Documents when indicated. The listed names and addresses are subject to change without notice, are provided for Contractor's information, and are believed to be accurate and current as of date of issue of Project Specifications.

ABPA	Acoustical and Board Products Association: 205 West Tougy Avenue, Park Ridge, IL 60068 312/692-5178
ACA	Acoustical Society of America: 500 Sunnyside Boulevard, Woodbury, NY 11797 516/349-7800, ext. 481
ASA	Adhesive and Sealant Council: 1500 Wilson Boulevard, Suite 515, Arlington, VA 22209 703/841-1112

ARI	Air Condition and Refrigeration Institute: 1501 Wilson Boulevard, Suite 600, Arlington, VA 22209 703/524-8800
AMCA	Air Movement and Control Association: 30 West University Drive, Arlington Heights, IL 60004 312/394-0150
AA	Aluminum Association: 818 Connecticut Avenue N.W., Washington, D.C. 20006 202/862-5100
AAMA	American Architectural Manufacturer Association: 2700 River Road, Suite 118, Des Plaines, IL 60018 312/699-7310
AAES	American Association of Engineering Societies: 415 Second Street, N.E., Suite 200, Washington, D.C. 20001
AASHTO	American Association of State Highway and Transportation Officials: 444 North Capitol Street N.W., Suite 225, Washington, D.C. 20001 202/624-5800
ACI	American Concrete Institute: P.O. Box 19150 Redford Station, Detroit, MI 48219 313/532-2600
ACPI	American Concrete Pipe Association: 8320 Old Courthouse Road, Vienna, VA 22180 703/821-1990
ACIL	American Council of Independent Laboratories: 1725 K. Street N.W. Suite 301, Washington, D.C. 20006 202/887-5872
ADO	Airports District Office, Burlington, MA
AGA	American Gas Association: 1515 Wilson Boulevard, Arlington, VA 22209 703/841-8400
AHA	American Hardboard Association: 887-B Wilmette Road, Palatine, IL 60067 312/934-8800
AHMA	American Hardware Manufacturers Association: 931 N. Plum Grove Road, Schaumburg, IL 60173-4796 312/885-1025
AHDGA	American Hot Dip Galvanizers Association: 1101 Connecticut Avenue N.W., Suite 700, Washington, D.C. 20036 202/857-1119
AIA	American Institute of Architects: 1735 New York Avenue N.W., Washington, D.C. 202/626-7300
AISC	American Institute of Steel Construction: 400 N. Michigan Avenue, Chicago, IL 60611 312/670-2400
AISI	American Iron and Steel Institute: 1000 16 th Street, N.W., Washington, D.C. 20036

ALSC	202/452-7100 American Lumber Standards Committee: P.O. Box 210, Germantown, MD 20874 301/972-1700
ANSI	American National Standards Institute: 1430 Broadway, New York, NY 10018 212/354-3300
APFA	American Pipe Fittings Association: 8136 Old Keene Mill Road, Suite #B-311, Springfield, VA 22152 703/644-0001
APA	American Plywood Association: P.O. Box 11700, Tacoma, WA 98411 206/565-6600
ASCE	American Society of Civil Engineers: 345 East 47 th Street, New York, NY 10017 212/705-7496
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers Inc: 1791 Tullie Circle, N.E. Atlanta, GA 30329 404/636-8400
ASLA	American Society of Landscape Architects: 1733 Connecticut Avenue N.W., Washington, D.C. 20009 202/466-7730
ASME	American Society of Mechanical Engineers: 345 East 47 th Street, New York, NY 10017 212/705-7740
ASM	American Society of Metals: Metals Park, 87, OH 44073 216/338-5151
ASPE	American Society of Plumbing Engineers: 3617 Thousand Oaks Boulevard, Suite 210, Westlake, CA 91362 805/495-7120
ASSE	American Society of Sanitary Engineering: P.O. Box 40326, Bay Village, OH 44140 216/835-3040
ASTM	American Society of Testing and Materials: 1916 Race Street, Philadelphia, PA 19103 215/299-5400
ASA	American Contractors Association: 1004 Duke Street, Alexandria, VA 22314 703/684-3450
AWS	American Welding Society, Inc: P.O. Box 351040, 550 N.W. LeJeune Road, Miami FL 33126 305/443-9353
AWPA	American Wood Preservers Association: P.O. Box 849, Steenville, MS 21666 301/643-4163
APA	Architectural Precast Association:

	825 East 64 th Street, Indianapolis, IN 46220 317/251-1214
AWI	Architectural Woodworking Institute: 2310 South Walter Reed Drive, Arlington, VA 22206 703/671-9100
AI	Asphalt Institute: Asphalt Institute Building, College Park, MS 20740 302/277-4258
ARMA	Asphalt Roofing Manufacturers Association: 6288 Montrose Road, Rockville, MD 20852 301/231-9050
AGC	Associated General Contractors of America: 1957 E. Street N.W., Washington, D.C. 20006 202/393-2040
AWCIA	Association of the Wall and Ceiling Industries International: 25 K Street N.E., Suite 300, Washington, D.C. 20002 202/783-2924
BIA	Brick Institute of America: 11490 Commerce Park Drive, Suite 300, Reston, VA 22091 703/620-0010
BICSI	Building Industry Consulting Service International 8610 Hidden River Parkway, Tampa, FL 33637, USA 813/971-4311
BHMA	Builders Hardware Manufacturers Association: 60 East 42 nd Street, New York, NY 10165 212/682-8142
BOCA	Building Officials and Code Administrators: 4051 West Flossmoor Road, Country Club Hills, IL 60477-5795
BSI	Building Stone Institute: 420 Lexington Avenue, Suite 2800, New York, NY 10170 212/490-2530
CRI	Carpet and Rug Institute: P.O. Box 2048, Dalton, GA 30722 404/278-3176
CISPI	Cast Iron Soil Pipe Institute: 1499 Chain Bridge Road, Suite 203, McLean, VA 22101 703/827-9188
CISCA	Ceilings and Interior Systems Construction Association: 104 Wilmont Road, Suite 201, Deerfield, IL 60015-5195 312/940-8800
CTI	Ceramic Tile Institute: 700 North Virgil Avenue, Los Angeles, CA 90029 213/660-1911
CBM	Certified Ballast Manufacturers: 772 Hannna Building, Cleveland, OH 44115 216/241-0711
CIP	Rhode Island Airport Corporation Capital Improvement Program
CLFMI	Chain Link Fence Manufacturers Institute: 1101 Connecticut Avenue N.W., Suite 700,

	Washington, D.C. 20036 202/857-1140
CS	Commercial Standard of NBS (U.S. Department of Commerce): Government Printing Office, Washington, D.C. 20402
CRSI	Concrete Reinforcing Steel Institute: 933 N. Plum Grove Road, Schaumburg, IL 60195 312/490-1700
CSI	Construction Specification Institute: 601 Madison Avenue, Alexandria, VA 22314 703/684-0300
CTI	Cooling Tower Institute P.O. Box 73833, Houston, TX 77273 713/583-4087
CDA	Cooper Development Association: Greenwich Office Park 2, Box 1840, Greenwich, CT 06836-1840 203/625-8210
DHI	Door & Hardware Institute: 7711 Old Springhouse Road, McLean, VA 22102-3474 703/556-3990
EMMA	Expanded Metal Manufacturers Association: 600 S. Federal, Suite 400, Chicago, IL 60605 312/346-1600
FAA	Federal Aviation Administration
FM	Factory Mutual Engineering Corporation: 1151 Boston-Providence Turnpike, Norwood, MA 02062 617/762-4300
FGMA	Flat Glass Marketing Association: 3310 Harrison, Topeka, KS 66611 913/266-7013
FSCSI	Food Service Consultants Society International: 12345 30 th Avenue N.E., Suite H, Seattle, WA 98125 206/367-7274
GSA	General Services Administration: 18 th and F Street N.W., Washington, D.C. 20405 202/655-4000
GTA	Glass Tempering Association: 3310 Harrison Street, Topeka, KS 66611 913/266-7064
HPMA	Hardwood Plywood Manufacturers Association: P.O. Box 2789, Reston, VA 22090 703/435-2900
IES	Illuminating Engineering Society: 345 East 47 th Street, New York, NY 10017 212/705-7926
IFI	Industrial Fasteners Institute: 1505 East Ohio Building, Cleveland, OH 44114 216/241-1482
IRI	Industrial Risk Insurers: 85 Woodland Street, Hartford, CT 06102

IEEE	203/525-2601 Institute of Electrical and Electronics Engineers: 245 East 47 th Street, New York, NY 10017 212/705-7900
ISA	Instrument Society of America: 67 Alexander Drive, P.O. Box 12277, Research Triangle Park, NC 27709 919/549-8411
ICBO	International Conference of Building Officials: 5360 South Workmen Mill Road, Whittier, CA 90601 213/699-0541
IILP	International Institute for Lath & Plaster: 25332 Narbonne Avenue, Suite 170, Lomita, CA 90717 213/539-6080
IAPMO	International Institute of Plumbing & Mechanical Officials: 5032 Alhambra Avenue, Los Angeles, CA 90032 213/233-1471
IMI	International Masonry Institute: 823 15 TH Street N.W., Suite 1001, Washington, D.C. 20005 202/783-3908
IWA	International Waterproofing Association: Avenue Grand-Champs 148, B-1150 Brussels, Belgium 704172 Telex 21499 ADEB-B
MSSVFI	Manufacturers Standardization Society of the Value & Fitting Industry: 127 Park Street N.E., Vienna, VA 22180 703/281-6613
MLSFA	Metal Lath/Steel Framing Association: 600 South Federal, Suite 400, Chicago, IL 60605 312/346-1600
NAPA	National Asphalt Pavement Association: 6811 Kenilworth Avenue, Riverdale, MD 20737 301/779-4880
NAAMM	National Association of Architectural Metal Manufacturers: 600 South Federal, Room 400, Chicago, IL 60605 312/346-1600
NACE	National Association of Corrosion Engineers: 1440 South Creek Drive, Houston, TX 77084 713/492-0535
NBS	National Bureau of Standards (U.S. Department of Commerce): Gaithersburg, MS 20899 301/921-1000
NCMA	National Concrete Masonry Association: P.O. Box 781, Herndon, VA 22070 703/435-4900
NEMA	National Electrical Manufacturers Association: 2101 L Street N.W., Suite 300, Washington, D.C. 20037 202/457-8400
NEI	National Elevator Industry, Inc.: 630 Third Avenue, New York, NY 10016

	212/986-1545
NFPA	National Fire Protection Association: 470 Atlantic Avenue, Boston, MA 02210 617/482-8755
NFPA	National Forest Products Association: 1250 Connecticut Avenue N.W., Washington, D.C. 20036 202/463-2763
NGA	National Glass Association: 8200 Greensboro Drive, Suite 302, McLean, VA 22101 703/442-4890
NHLA	National Hardwood Lumber Association P.O. Box 34518, Memphis, TN 38134 901/377-1818
NIBS	National Institute of Building Sciences: 1015 15 th Street N.W., Suite 700, Washington, D.C. 20005 202/347-5710
NPCA	National Paint and Coatings Association: 1500 Rhode Island N.W., Washington, D.C. 20006 202/462-6272
NRMCA	National Ready Mixed Concrete Association: 900 Spring Street, Silver Springs, MS 29010 301/587-1400
NRCA	National Roofing Contractors Association: One O'Hara Center, 6250 River Road, Rosemont, IL 60018 312/318-6722
NSF	National Sanitation Foundation: P.O. Box 1468, Ann Arbor, MI 48106 313/769-8010
NTMA	National Terrazzo and Mosaic Association: 3166 River Road, Suite 132, Des Plaines, IL 60018 312/635-7764
NWMA	National Woodwork Manufacturers Association, Inc: 400 West Madison Street, Chicago, IL 60605 312/782-6232
PDCA	Painting and Decorating Contractors of America: 7223 Lee Highway, Falls Church, VA 703/527-1201
PDI	Plumbing and Drainage Institute: 5342 Boulevard Place, Indianapolis, IN 46208 317/251-5298
PEI	Porcelain Enamel Institute: 1111 North 19 th Street, Arlington, VA 22209 703/527-5257
PCA	Portland Cement Association: 5420 Old Orchard Road, Skokie, IL 60077 312/96-6200
PCI	Prestressed Concrete Institute: 175 W. Jackson Boulevard, Chicago, IL 60604 312/786-0300

PS	Product Standard of NBS (U.S. Department of Commerce): Government Printing Office, Washington, D.C. 20402
RFCI	Resilient Floor Covering Institute: 966 Hungerford Drive, Suite 12B, Rockville, MD 20850 301/3404-8580
RFCA	Resilient Flooring and Carpet Association: 7700 Edgewater Drive, Suite 832, Oakland, CA 94621 415/568-8373
RIAC	Rhode Island Airport Corporation (Owner, Sponsor)
SWI	Sealant and Waterproofers Institute: 3101 Broadway, Suite 300, Kansas City, MO 64111 816/561-8230
SIGMA	Sealed Insulating Glass Manufacturers Association: 111 E. Wacker Drive, Suite 600, Chicago, IL 60601 312/644-6610
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.: 8224 Old Courthouse Road, Tysons Corner, Vienna, VA 22180 703/790-7980
SPRI	Single Ply Roofing Institute: 104 Wilmont Road, Suite 201, Deerfield, IL 60015-5195 312/940-8800
SBCCI	Southern Building Code Congress International: 900 Montclair Road, Birmingham, AL 35213 205/591-1853
SPIB	Southern Pine Inspection Bureau: 4709 Scenic Highway, Pensacola, FL 32504 904/434-2611
SDI	Steel Deck Institute: P.O. Box 9506, Canton, OH 44711 216/493-7886
SDI	Steel Door Institute: 712 Lakewood Center N., 14600 Detroit Avenue, Cleveland, OH 44107
SJI	Steel Joist Institute: 1205 48 th Avenue North, Myrtle Beach, SC 29577 803/449-0487
SSPC	Steel Structures Painting Council: 4400 5 th Avenue, Pittsburgh, PA 15213 412/268-3327
TCA	Tile Council of America: P.O. Box 326, Princeton, NJ 08542 609/921-7050
UL	Underwriters Laboratories, Inc: 207 East Ohio Street, Chicago, IL 60611 312/642-6969
USDC	United States Department of Agriculture: Fourteenth and Independence Avenue S.W., Washington D.C. 20250 202/447-2791

USDC	United States Department of Commerce: Fourteenth Street between Constitution Avenue and E Street N.W., Washington, D.C. 20230 202/377-2000
WMA	Wallcovering Manufacturers Association: 66 Morris Avenue, Springfield, NJ 07081 201/379-1100
WRJ	Wire Reinforcement Institute: 8361 – A Greensboro Drive, McLean, VA 22102 703/790-9790
WWPA	Woven Wire Products Association: 2515 N. Nordica Avenue, Chicago IL 60635 312/637-1359

1.5 Standard Abbreviation List.

A.,AMPS	Amperes
AAV.	Automatic Air Vent
AC.	Alternating Current
A.C.	Asphaltic Concrete
AC.T.,A.T.	Acoustic Tile
AC.PL.	Acoustic Plaster
ACCU	Air Conditioner Condensing Unit
A.D.	Access Door
ADD.	Addendum
ADJ.	Adjustable
ADJC.	Adjacent
ADO	Airports District Office, FAA
AFF.	Above Finished Floor
AHU	Air Handling Unit
ALT.	Alternate
ALUM.,AL	Aluminum
ANN.	Annunciator
ANT.	Antenna
AOA	Airside Operations Area
APPROX.	Approximately
ASB.	Asbestos
A.T.	Asphalt Tile
ATS.	Automatic Transfer Switch
AUX	Auxiliary
AWG.	American Wire Gauge
BAL.	Ballasts
B.B.	Bulletin Board
BCT	Bonding Conductor for Telecommunications
BD	Board
BET,BTWN.	Between
BHP	Brace Horsepower
BLDG	Building

BLK	Block
BLKG	Blocking
BM	Beam
BOT.	Bottom
BSMT	Basement
BTU	British Thermal Unit
CAB.	Cabinet
CB.	Catch Basin
CB.	Circuit Breaker
C.B.	Chalkboard
CE	Concrete (or Masonry) with Epoxy Paint Finish
CARP., CPT	Carpet
C	Conduit
C.C	Center to Center
CCTV. Closed	Circuit Television
CEM.	Cement
CEM.PL	Cement Plaster
CER.	Ceramic
C.F.	Curb Face
CFM	Cubic Feet/Minute
C.I.	Cast Iron
C.J.	Construction Joint
CKT.	Circuit
C.L.	Chain Link
CL	Center Line
CLG	Ceiling
CLOS.	Closet
CMU.	Concrete Masonry Units
C.O.	Cleanout
COL.	Column
COMPO.	Composition
CONC.	Concrete
CONT.	Continuos
CONTR.	Contractor
CORR.	Corridor
C.P.	Cathodic Protection
C.P.R.	Cathodic Protection Rectifier
CSI	Construction Specifications Institute
CRT.	Cathode Ray Tube
C.T.	Ceramic Tile
CTSK	Countersunk
3/C	Conductors, Number of
CU	Copper
CT.	Current Transformer
D	Deep
DB.	Decibels
DC.	Direct Current
DEG.	Degree
DET.,DTL	Detail

DIA.	Diameter
DIM.	Dimensions
DISC.	Disconnect
DIV.	Division
DN	Down
DP	Design Professional
DR	Door
D.R.	Dining Room
D.S.	Downspout
D.T.	Drapery Track
DWG(S)	Drawing(s)
EA.	Each
E.G.	Exterior Grade
E.J.	Expansion Joint
EL.	Elevation
ELEC.	Electric(al)
ELEV.	Elevator
EMERG.	Emergency
EMT.	Electrical Metallic Tubing
ENAM.	Enamel
ENT.	Entrance
EP	Epoxy Paint
EQ.	Equal
EQUIP.	Equipment
E.S.	Exposed Structure
EWC	Electric Water Closet
EXP.	Exposed
EXPAN.	Expansion
EXT.	Exterior
EXTR.	Existing
FA.	Fire Alarm
FAA	Federal Aviation Administration
FAB.	Fabric
F.	Fuse
F.D.	Floor Drain
FL	Fluorescent
FLEX C.	Flexible Conduit
FLUOR	Fluorescent
F.F.	Finish Floor
F.F.	Finish Face
F.E.C.	Fire Extinguisher Cabinet
FHC.	Fire Hose Cabinet
FIN.	Finish
FIS	Federal Inspection Services
F.L.	Flow Line
FL.,	FLR. Floor
FLASH.	Flashing
F.O.	Finished Opening
F.P.	Fire Protection

F.P.S.	Feet/Second
F.S.	Face of Studs
F.S.	Floor Sink
FPRFG	Fireproofing
F.R.	Fire Resistant
FR.	From
FSW.	Fused Switch
F.T.	Feet
FTG	Footing
FURR.	Furring
G	Natural Gas
GA.	Gauge
GAL	Gallon
GC	General Contractor
GALV.	Galvanized
GEN.	Generator
G.F.H.	Gas Fired Heater
GFI.	Ground Fault Interrupter
G.I.	Galvanized Iron
GL.	Glass
GR.	Grade
GRD	Ground
GPM	Gallons/Minute
GYP.	Gypsum
GYP. BD	Gypsum Board
H	High
H.A.	Heat Absorbing
H.B.	Hose Bibb
HDR	Header
H.M.	Hollow Meat
HORIZ.	Horizontal
HPS	High Pressure Sodium
HP	Horsepower
H.P.	High Point
H.R.	Handrail
HR	Hour
HT	Height
HTG	Heating
HWD	Hardwood
HWRE	Hardware
HYD.	Hydrant
HZ	Hertz
I.D.	Inside Diameter
I.F.	Inside Face
I.S.	Industrial Sewer
IMC.	Intermediate Metallic Conduit
INC.	Incandescent
INFO.	Information
INST.	Install

INT.	Interior
INV.	Invert
IPS	Iron Pipe Size
ISOL.	Isolation
IW.	Industrial Waste
JAN.	Janitor
JBOX.	Junction Box
JT	Joint
K.,	KIT. Kitchen
K.P.	Kick Plate
KVA.	Kilovolt Amperes
KW.	Kilowatts
KWD.	Kilowatt Demand
KWH.	Kilowatt Hour
LFLEX.	Liquid Tight Flexible Conduit
L.LG	Long
LAB.	Laboratory
LAD.	Ladder
LAM.	Laminated
LAV.	Lavatory
LB(S)	Pound(s)
L.P.	Low Pocket
LPS.	Low Pressure Sodium
L.R.	Locker Recess
LT	Light
LTG	Lighting
LT. WT.	Light Weight
LV.	Low Voltage (0-600 Volts)
M.A.H .	Make-up Air Heater
MACH.	Machine
MAINT.	Maintenance
MAT'L	Material
MAX.	Maximum
M.C.	Medicine Cabinet
MCM	Main Circuit Breaker
M.C.B.	Metal Corner Bead
MCM	Thousand Circular Mils
MECH.	Mechanical
MFG	Manufacturing
MFR	Manufacturer
M.H.	Man Hole
MH.	Metal Halide
MIN.	Minimum
MISC.	Miscellaneous
M.L.	Metal Lath
MLO	Main Lugs Only
MM	Millimeter
M.O.	Masonry Opening
MOT	Maintenance of Traffic

M.P.	Moveable Partition
MTL.	Metal
M.T.P.	Metal Toilet Partition
MULL.	Mullion
MV.	Medium Voltage (601-35,000 Volts)
MVR.	Mercury Vapor
NAT.	Natural
N.C.	Normally Closed
NEC.	National Electric Code
N.G.	Natural Grade
N.I.C.	Not in Contract
N.O.	Normally Open
NO.	Number
NOM.	Nominal
NTS.	Not to Scale
OA.	Outside Air
O.A.	Overall
OBS.	Obscure
O.C.	On Center
O.D.	Outside Diameter
O.D.	Overflow Drain
O.F.	Outside Face
OFF.	Office
OPG.	Opening
OPP.	Opposite
OZ.	Ounce
P.	Paint
P.	Pole
PA.	Public Address
PART.	Partition
PC.	Photocell
P.C.C.	Portland Cement Concrete
P.D.	Panic Device
P.E.	Porcelain Enamel
PF.	Power Factor
PH.	Phase
1PH	Single Phase
3PH	Three Phase
P.L.	Property Line
PL.	Plate
PL.	Plastic
P-LAM.	Plastic Laminate
PLAS.	Plaster
PLAT.	Platform
PLY.	Plywood
PNL.	Panel
POL	Polished
PR	Pair
PRI.	Primary

PROP.	Property
P.S.	Pipe Space
PSF	Pounds per Square Foot
PSI	Pounds per Square Inch
PSIG	Pounds per Square Inch Gage
PT.	Potential Transformer
PTD	Painted
PVC	Polyvinyl Chloride
Q.T.	Quarry Tile
R	Riser
R, RAD.	Radius
RB	Rubber Base
R.D.	Roof Drain
REC.	Recessed
REF.	Reference
RM	Room
R.C.	Reinforced Concrete
R.C.P.	Reflected Ceiling Plan
RD	Round
RECT.	Rectangular
REF.	Refrigerator
REG.	Register
REINF .	Reinforcement
REQ.	Required
REQD.	Required
RES.	Resilient
RET.	Retaining
REV.	Revision
RFG	Roofing
RFM	Recessed Floor Mat
R.H.S.	Right Hand Side
RIAC	Rhode Island Airport Corporation
RMC.	Rigid Metallic Conduit
RNCM	Rigid Non-Metallic Conduit
R.O.	Rough Opening
RPM	Revolutions per Minute
R.T.	Rubber Tire
RUB.	Rubber
S.	Sink
SC.	Scale
S.C.	Sealed Concrete
S.D.	Storm Drain
SEC.	Secondary
SECT.	Section
SHT	Sheet
SIM.	Similar
S.J.	Separation Joint
SLD'G	Sliding
SOL.	Solid

SM.	Smooth
SMFO	Single Mode Fiberoptic
SM.PL.	Smooth Plaster
S.P.	Safety Plate
SPEC(S)	Specification(s)
SPKR.	Speaker
SQ.	Square
SQ.FT.	Square Foot
SQ.IN.	Square Inch
S.S.	Stainless Steel
S.S.	Service Sink
SS.	Sanitary Sewer
ST.	Stain
STAT.	Stationary
STD.	Standard
STL	Steel
STRPG	Striping
STR.	Starter
STRUCT.	Structural
SUSP.	Suspended
SW.	Switch
SWBD.	Switchboard
SYM.	Symmetrical
T	Tread
T	Thick
T.B.	Tackboard
T.C.	Top of Curb
TC.	Time Clock
T.D.	Towel Dispenser
TEL.	Telephone
TEMP.	Temperature
TEMP'D	Tempered
TER.	Terrace
TERR.	Terrazzo
TH.	Threshold
T-H.	Tungsten-Halogen
TGB	Telecommunications Grounding Busbar
TMGB	Telecommunications Main Grounding Busbar
TSTAT.	Thermostat
THK	Thick
T.I.	Terminal Interconnect
T.O.	Top of
T.P.	Telephone Panel
TR.	Transom
TRANSF.	Transformer
TRANSL.	Translucent
T.S.	Top of Slab
T.O.S.	Top of Steel
TV.	Television

T.W.	Top of Wall
TYP	Typical
3PH	Three Phase
UG.	Underground
UNG.	Underground
U.O.N.	Unless Otherwise Noted
UR.	Urinal
V.	Vent
V.	Volts
V.A.	Vinyl Asbestos
VA.	Volt Amperes
VAR.	Varies
V.B.	Venetian Blinds
VCT	Vinyl Composition Tile
VER.	Verify
VERT.	Vertical
VEST.	Vestibule
VWC	Vinyl Wall Covering
V.T.	Vinyl Tile
W.	Watts
W.	Wire
W/	With
W/O	Without
WAIN.	Wainscot
W.C.	Water Closet
WD	Wood
W.D.	Window Dimension
W.G.	Wire Glass
WIND.	Window
WP.	Weatherproof
WWF	Welded Wire Fabric
XFMR.	Transformer

1.6 Definitions Of Terms.

- A. When the words, forms or phrases defined below, or pronouns used in their place occur in the Project Specifications, in the Contract, in the Bonds, or in any other document or instrument of the Contract, the intent and meaning shall be interpreted as follows:
1. Access Permit: Authorizes vehicle to which it is issued to enter Airport AOA, operated according to Airport Rules and Regulations.
 2. Executive Director for RIAC or his/her designated authorized agent, with responsibility for implementing and enforcing Airport vehicle control and AOA boundary crossings Rules and Regulations.
 3. Airfield Construction: Work that is executed within AOA.
 4. Air Operations Area (AOA): For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall

- include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
5. Airport: Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
 6. Apron: Paved surface from which aircraft operate or are parked.
 7. Contract Drawings: Drawings pertaining to and part of Contract, including any supplementary drawings or addenda issued to clarify drawings, which show location, character, dimensions, and details of the Work, or the purpose of showing authorized changes in the Work.
 8. Contract Time: The number of calendar days or working days stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by the date.
 9. Critical Path: The longest continuous path of activities through a project. It is the chain of activities that control the overall project completion. It is the chain of activities with the least amount of total float.
 10. Design Team: Contractual Party responsible for the preparation of Construction Documents, Faith Group, LLC
 11. Driver: Individual who drives or operates commercial, governmental, institutional, and other type vehicle.
 12. FAA: Federal Aviation Administration, Department of Transportation, of the United States. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.
 13. General Contractor: A Contractor, licensed as a General Contractor in the State of Rhode Island holding all 1st tier Sub-Contracts and the Building Permit on the project.
 14. Haul Route: Specific path created for purpose of conveyance by vehicles from one point to another.
 15. Holder: Person, or his agent, who is granted operating authority to conduct AOA boundary crossings as specifically authorized in these Rules and Regulations.
 16. Photo Security Identification Display Badge (AOA): Authorizes person to whom it is issued to enter AOA for purpose of conducting business in accordance with Rules and Regulations of the Airport.
 17. Ingress/Egress Device: Device that allows entry into the AOA by specified, unescorted vehicles.
 18. Legal Resident: Citizen of United States, or person residing in United States in accordance with Federal Immigration Laws.
 19. Liquidated Damages: The amount specified in the Contract Agreement, not a penalty, but liquidated damages that would be suffered by the Owner as a result of delay for each and every calendar day that the Contractor has failed to complete any milestone activity by its Interim Completion Dates or the Work by the Substantial Completion Dates.
 20. Movement Area (AOA): All runways and taxiways.
 21. Navigational Aid: Apparatus generally within AOA, which serves as guide to landing aircraft.
 22. Operate: To drive or be in control of a vehicle, piece of equipment or machinery.

- 23. Operating Authority: Permission granted by RIAC Executive Director for vehicle to enter AOA in accordance with these Rules and Regulations.
- 24. Operator: Driver of vehicle, owner of vehicle, or holder of vehicle operating authority, one who uses or is in control of a piece of equipment or machinery.
- 25. Owner: Rhode Island Airport Corporation (RIAC).
- 26. Person: Individual, corporation, government or governmental subdivision, or any agency, trust, partnership, or two or more persons having joint or common economic interest.
- 27. Ramp: Refer to “Apron”.
- 28. Runway: The area on the airport prepared for the landing and takeoff of aircraft.
- 29. Rules and Regulations: Vehicle Rules and Regulations established by the Rhode Island Airport Corporation.
- 30. Safety Area (also “Restricted Areas”): Specific area surrounding taxiways, runways, and navigational aids, which require special authorization to enter.
- 31. Site: An area or areas of the Project property provided to Contractor in which to work, store materials and/or equipment, and perform other activities associated with performing Work.
- 32. Contractor: A Trade Contractor working under direct Contract to General Contractor.
- 33. Trade Contractor: A Contractor, licensed as a trade Contractor in the State of Rhode Island bidding the work under one of the trades.
- 34. Taxiway: For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport’s runways or aircraft parking areas.
- 35. Vehicle: Private, commercial, governmental, institutional, and any other type vehicles that operate in a way that requires crossing of AOA boundary and have been licensed by proper authority.
- 36. Vehicle Owner: Person to whom state or other appropriate license plates for a vehicle were issued.
- 37. Working Day: A working day shall be any other than a legal holiday, Saturday, or Sunday on which the normal forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor’s control, Saturdays, Sundays and holidays on which the Contractor’s forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

1.7 Specification Terminology.

- A. “Directed”, “Designated”, “Selected”, or words of similar value: Direction, designation, selection, or similar action of Design Team is intended, unless otherwise stated.
- B. “Require” and words of similar value: As required to complete the Work and as required by the Owner, Owners Representative (Project Manager) unless otherwise stated.
- C. “Perform”: Contractor, at his own expense, shall perform operations necessary to complete Work, including furnishing of necessary labor, tools and equipment, and further including and installing of materials indicated, specified or required to complete such performance.

- D. “Provide”: Contractor, at his own expense, shall furnish and install Work complete in place and ready for use, including furnishing of necessary labor, materials, tools, equipment and transportation. Definitions apply same to future, present and past tenses, except work “provide” may mean “contingent upon” where such context is apparent.
- E. “Other acceptable manufacturer”, “equal”, “acceptable equal”, “equivalent”, or words of similar import: It shall be understood that such words are followed by expression “in sole opinion of Project Manager” even though such words may not appear in print, unless otherwise stated.
- F. “Acceptance”, “acceptable”, or words of similar import: Acceptance, acceptable or similar words shall be from Project Manager, or Engineer, Owner shall have jurisdiction and may override decisions of others.
- G. “At no extra cost to Owner”, “With no extra compensation to Contractor”, “At Contractor’s own expense”, or words of similar import: Such terms shall be understood to mean that Contractor shall perform or provide specified operation of Work at no increase to Contract Sum stated in executed Contract.
- H. “NIC”: Work of this Project, which is not being performed or provided as part of Contract; term shall mean “Not in this Contract” or “Not a Part of the Work to be performed or provided by Contractor”. “NIC” work is indicated as aid to Contractor in scheduling amount of time and materials necessary for completion of Contract.
- I. “Indicated” refers to graphic representations, notes or schedules on Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- J. “Accepted”, where used in conjunction with Engineer’s action on Contractor’s submittals, and requests, is limited to responsibilities and duties of the Engineer. Such approval does not release Contractor from responsibility to fulfill Contract Document requirements.
- K. “Regulation” includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as rules, conversations, and agreements within construction industry that control performance of Work, whether they are lawfully imposed by authorities having jurisdiction or not.
- L. “Furnish” is used to mean “supply and deliver” to Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- M. “Install” is used to describe operations at Project Site, including actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- N. “Installer” is an entity engaged by Contractor, either as an employee, or sub-Contractor for performance of particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term “experienced”, when used with the term “installer”, means having minimum five (5) previous projects similar in size and scope to this Project, and familiar with precautions required, and has completed with requirements of authority having jurisdiction.
- O. “Project Site” is the space available to Contractor for performance of Work, either exclusively or in conjunction with others performing construction as part of the Project.

- Extent of Project Site is shown on Contract Drawings, and may or may not be identical with description of land upon which Project is to be built.
- P. “Testing Laboratory” is an independent entity which complies with OSHA regulations and is engaged to perform specific inspections or tests, either at Project Site or elsewhere, and to report on, and if required, to interpret results of those inspections or tests.
- Q. Listed: Equipment is “listed” if of a kind mentioned in a list which:
1. Is published by a nationally recognized laboratory, which makes periodic inspection of production of such equipment.
 2. States that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.
- R. Labeled: Equipment is “labeled” if:
1. It embodies a valid label, symbol, or other identifying recognized testing laboratory to meet nationally recognized standards or to be safe for use in a specified manner.
 2. A nationally recognized testing laboratory periodically inspects production.
 3. It bears a label, tag, or other record of certification.
- S. “To Structure” means closely fitting and sealed to underside of floor or roof deck.

1.8 Specification Sentence Structure.

- A. Specifications are written in modified brief style. In general, words “the”, “an”, “shall be”, and “all” are not used. Requirements indicated and specified apply to all work of same kind, class, and type even though word “all” is not stated.
- B. Simple imperative mood of sentence structure is used in Specification Sections, which places verb as first word of sentence. Where such words as “perform”, “provide”, “install”, “erect”, “furnish”, “connect”, “test”, or words of similar import are used, it shall be understood that such words include meanings of phrase “The Contractor shall...” before such words.
- C. Standard paragraph titles and other identifications of subject matter in Specifications are intended as aid in locating and recognizing various requirements in Specifications. Titles do not define, limit or otherwise restrict Specifications text. Capitalizing of words in text does not signify or mean that over other parts of Contract Documents. Specification text shall govern over titling and shall be understood to be interpreted as a whole.

1.9 Document Organization.

- A. Organization of Project Specifications Technical Specifications and Contract Drawings are not intended to control or to lessen the responsibility of Contractor in dividing Work among his sub-Contractors, or in establishing extent of Work to be performed by any trade.
- B. The Drawings, Specifications, and Special Project Conditions are intended to be complimentary and to describe a complete Work. In the event of any conflicts, requirements for greater quantities and/or more expensive work shall govern.

END OF SECTION 01015

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 0, Bidding and Contract Documents of the Project Specifications.
- B. Division 1, General Provisions of the Project Specifications are applicable in the execution of all Specifications Sections of the Project Specifications and drawings.
- C. FAA General Provisions, Section 50.
- D. FAA General Provisions, Section 90.

1.2 SUMMARY.

- A. This Section specifies administrative and procedural requirements governing the General Contractor's Applications for Payment.
- B. This Section requires the coordination of the Contractor's Applications for Payment with Construction Schedule, including established Key-Milestone Dates, Schedule of Values, Submittal Schedule, and Prime Sub-Contractors work.

1.3 APPLICATION FOR PAYMENT.

- A. General
 - 1. Progress payments shall be applied for and made as the Work proceeds at intervals stated in the Contract. The Engineer will provide, to the Contractor a "draft" copy of their Field Measurement for the pay period along with a list of any outstanding supporting documentation required for payment on the 25th day of the month, or the closest workday should the 25th day fall on a weekend or holiday. This provides an opportunity to discuss field measured quantities and lump sum items (Schedule of Values) before they become "fixed", and will expedite the processing of the Partial Payment Application. Also, see FAA Section 90-06, Partial Payments. In the context of this specification the Schedule of Values will be defined as the items and associated unit prices as established in the Canvass of Bids. For items that are paid for under one lump sum amount an additional Schedule of Values is required breaking down the Lump Sum item into identifiable work elements acceptable to the Engineer prior to the first partial payment being submitted. This Schedule of Value will be utilized to determine partial payments until completion of Lump Sum item.
 - 2. Formal Applications for Payment shall be submitted by the Engineer within three calendar days upon receipt of all required supporting documentation. The Application for Payment will be processed, by the Owner, forty (40) calendar days from the day that the Engineer submits the approved Application for Payment to the Owner, except if that day should fall on a weekend or holiday in which case payment shall be made on the next succeeding workday.
 - 3. All information required on the Application shall be provided and filled in, including

that for Change Orders executed prior to the date of submittal of the Application. Summary of dollar values must agree with respective totals indicated on continuation sheets.

4. Each Application for Payment shall be consistent with previous Applications as approved by the Engineer and paid for by the Owner.
5. Form of Application for Payment will be AIA Document G 702 or an approved equal, in agreement with RIAC, the Engineer and Contractor.
6. Itemized Applications and supporting documents shall be submitted to the Engineer with a complete transmittal form listing attachments, and recording appropriate information related to the Application in a manner acceptable. Itemized data and format provided on continuation sheets shall include schedules, line items, and values as stipulated in the Schedule of Values as accepted by the Owner.
7. With each Application for Payment the Contractor shall certify such Application for Payment represents a just estimate of costs reimbursable to Contractor under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all Subcontractors and materialmen have been, or will be, obtained in the form agreeable to the Owner and that amount of the contract remaining to be expended is sufficient to complete the project.
8. The Contractor shall complete each entry on the forms, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete Applications for Payment will be returned without action.
9. Conditions governing regular schedule for applications, payment and retainage shall be as stated in the Contract.
10. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored.
11. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.

B. Waivers and Mechanics Liens

1. Monthly Applications for Payment shall include Waivers of Mechanic's Liens and Claims for all Work included in the period of construction covered by the Application for Payment and the previous month's Application. Waivers of Liens and Claims from Subcontractors or suppliers shall include the period of construction covered by the Application for Payment, the total amount paid prior to and including the previous month's Application.
2. Partial Waivers of Liens shall be submitted on each item of work for the amount requested, prior to deduction for retainage, for each item.
3. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
4. The Owner reserves the right to designate which entities involved in the Work must submit Waivers of Liens.
5. The Final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of

materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien. Development of the Final Application for Payment shall follow the process outlined in Section 90-09 Acceptance and Final Payment.

6. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.

C. Initial (First) and Monthly Application for Payment.

1. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include, but are not limited to the following:
 - a. Schedule of Values (only for initial).
 - b. Contractor's construction schedule, updated monthly See Section 01310-Construction Progress Schedule for updating requirements.
 - c. Suppliers and Subcontractors waivers, as verification of payment noted on prior month's payments.
 - d. Forms noted in the DBE/EEO Plan including but not limited to 1) DBE Participation Affidavit, 2) Certified Payroll, 3) monthly DBE Utilization Reports.
 - e. Contractor certification of completed work in compliance with the Buy American Act.
 - f. Applications that include requests for reimbursement for materials on hand shall be in accordance with FAA Specification 90-07. All material is to be inspected by Engineer personnel before billing can be approved. Paperwork must accompany request two weeks prior to billing to insure adequate time to schedule inspection.
 - g. Updated Construction Waste Management Tracking Forms.

D. Application for Payment at Substantial Completion.

1. The Engineer, when they deem the project is substantially complete, will prepare the final payment in accordance with Section 90-09 Acceptance and Final Payment.
2. Application shall include, but not be limited to and as may be determined by the Engineer, the following:
 - a. Certificates of Occupancy and such other permits and approvals as may be required.
 - b. Warranties (Guarantees) and maintenance agreements as may be applicable.
 - c. Testing, Adjusting and Balance Records.
 - d. Maintenance manuals, training and instructions.
 - e. Equipment Start-Up Performance Reports.
 - f. Changeover information related to Owner's occupancy, use, operation and maintenance.
 - g. List of incomplete Work, Punch lists or items recognized as exceptions to the substantial completion of work.

E. Project Closeout

1. Project Closeout will be in accordance with Section 90-11.

F. Final Application for Payment.

1. Administrative actions and submittals that shall precede or coincide with this final Application for Payment shall include, but not be limited to and as may be determined by the Engineer, the following:
 - a. Completion of Project Closeout requirements.
 - b. Completion of items specified by the Engineer for completion after Substantial Completion.
 - c. Prepare and submit to the Engineer a list of unsettled claims, as may be applicable.
 - d. Transmit to the Engineer all required project records including permit drawings, as constructed drawings both on hard copy and in electronic format.
 - e. Provide to the Engineer evidence that all requisite taxes, fees and similar obligations have been paid in full.
 - f. Removal of all temporary facilities and services.
 - g. Removal of all surplus materials, rubbish and similar elements.
 - h. Account for and return to the appropriate agency all personnel security access badges previously received. A duplicate list of the same shall be provided to the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01027

SECTION 01040

PROJECT COORDINATION CONTRACT DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED.

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Specifications and the Contract Documents, without exception.

1.2 RELATED REQUIREMENTS.

- A. Division 1 Sections of the Project Specifications are applicable in the execution of all Specification Sections.

1.3 DESCRIPTION.

- A. Contractor shall be responsible for general project coordination of all phases and aspects, trades and disciplines.
- B. Contractor shall be responsible for general coordination of construction site operations with the on-going operations of the Owner, Terminal and Ramp Services operations, aircraft and ground services operations and other improvement projects being conducted by the Owner.
- C. Contractor shall be responsible for general coordination with other interested parties including, but not limited to, the Rhode Island Airport Corporation (RIAC), Resident Project Representative (RPR), General Engineering Consultant, other airlines, tenants and other Contractors working on Owner projects, FAA and all involved permitting authorities.

1.4 GENERAL COORDINATION.

- A. Coordinate scheduling, submittals, and work of various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements with provisions for accommodating items furnished by RIAC, or others, to be installed by the Contractor.
- B. Coordinate sequence of Work to accommodate partial occupancy for the RIAC and other tenants as specified in Section 00800, Summary of Work and/or as directed by the RPR.
- C. Review and coordinate requirements of all Divisions of the Project Specifications and the Contract Documents. Report discrepancies to the RPR.
- D. Maintain services of major sub-Contractors throughout duration of the Contract, except as may be required by provisions of Conditions of Contract. Notify the RPR, in writing, of intention to replace sub-Contractor(s), outlying reasons for the action and naming proposed replacement sub-Contractor(s).
- E. Coordinate work of sub-Contractors and record sub-Contractor installation(s) data on Project Record Drawings.
- F. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

- G. Coordinate installation of RIAC purchased/furnished equipment. Cost of receiving, handling and storage of said equipment shall be included in Contract Sum and shall result in no additional cost to the Owner.
- H. All communications regarding Contract requirements shall be addressed to the Engineer. Where necessary, prepare memoranda for distribution to each party involved, including the Owner, outlining special procedures required for coordination. Include such items as required notices, reports and attendance at meetings.
- I. Arbitrate and resolve coordination conflicts between sub-Contractors to ensure complete and operational systems.
- J. Coordinate work with all existing utility systems.
- K. Portions of the Work may be required to be performed after normal hours of airline operations, including weekends. Coordination of inspections may be required during these periods. Work conducted during these hours may be required to be completely cleaned and cleared prior to allowing airline operations the next day. The performance of such work shall not be construed as additional work, but rather within the scope of work contracted to perform.
- L. Adjust and coordinate schedule of Work, if necessary, with airline and terminal operations, and other RIAC improvement projects.
- M. Coordinate construction activities to ensure that operations are carried out with due consideration given to energy, water and materials.
- N. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.5 COORDINATION MEETINGS.

- A. In addition to the meetings referred to in Section 01200, Progress Meetings, the Contractor shall conduct coordination meetings and pre-installation meetings with supervisory personnel, sub-Contractors, suppliers, Engineer, RPR, and others as necessary and applicable, to assure coordination of different trades and disciplines
- B. Schedule coordination and pre-installation meetings with sub-Contractors, suppliers, RPR, and Engineer to discuss hardware installation, specialty systems installation, and Owner purchased equipment installation.

1.6 COORDINATION OF SUBMITTALS.

- A. Coordinate use of Project space and sequence of installation of equipment, elevators, walks, mechanical, electrical, plumbing, or other Work that is indicated diagrammatically on Drawings and/or contained in the specifications. Coordinate with existing conditions. Follow routings shown for tubes, pipes, ducts, conduits, and other items as closely as practical, with due allowance for available physical space. Make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for Owner installations, maintenance and repairs.
- B. In finished areas, except as otherwise shown, conceal ducts, pipes, wiring, and other non-finish items within construction. Coordinate locations of concealed items with finish elements, and provide As-built drawings of said location.
- C. Coordinate with architectural reflected ceiling plans exact location and dimensioning of items that occur within hung ceilings. In the event of conflict, request clarification from Engineer prior to proceeding with fabrication or installation.

- D. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
- E. Make adequate provisions to accommodate items scheduled for later installation, including accepted Bid Alternates, Owner supplied items, Sub-Subcontractor installed items, work by others, and installation of products purchased with allowances.

END OF SECTION 01040

SECTION 01060

REGULATORY REQUIREMENTS CONTRACT DOCUMENTS

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 1, General Provisions of the Project Specifications governs the execution of all Specification Sections.

1.1 CODES, AUTHORITIES, REGULATORY AGENCIES, AND INDUSTRY REFERENCES.

- A. Where references are made on Drawings or Specifications to codes, they shall be considered an integral part of the Contract Documents as minimum standards. Nothing contained in the Contract Documents shall be so construed as to be in conflict with any law, bylaw or regulation of the municipal, state, federal or other authorities having jurisdiction.
- B. Perform Work in compliance with the following codes:
 - 1. Town of Warwick Building Code, current edition.
 - 2. Current edition of applicable building code(s)
- C. Perform Work in compliance with the following authorities:
 - 1. Federal Aviation Administration (FAA)
 - 2. Rhode Island Airport Corporation (RIAC)
 - 3. Rhode Island Department of Transportation (RIDOT)
- D. Perform Work in compliance with the following regulatory agencies:
 - 1. Rhode Island Department of Environmental Management (RIDEM)
 - 2. ANSI, ADA, and Rhode Island Accessibility Code for Building Construction regulations
 - 3. OSHA Code of Federal Regulations
 - 4. State of Rhode Island Department of Transportation (RIDOT)
 - 5. All federal, state, and local clean air, clean water, water rights, resource recovery, and solid waste disposal standards and the Federal Endangered Species Act, and the Occupational Safety and Health Acts
 - 6. Environmental Protection Agency (EPA)
- E. Perform Work in compliance with the following industry references:
 - 1. National Fire Protection Association (NFPA), National Electric Code (NEC)
 - 2. NFPA 101, Life Safety Code
 - 3. Factory Mutual (FM)
 - 4. American National Standards Institute (ANSI) A17.1: Elevator Code

5. American Society for Testing and Materials (ASTM)
6. Underwriters Laboratories (UL)
7. The National Board of Fire Underwriters

1.2 FIRE RATINGS

- A. Where material, component, or assembly is required to be fire rated, fire rating shall be determined or listed by the following testing agency:
 1. Factory Mutual Laboratories (FM)
- B. Equivalent fire rating as determined or listed by another testing authority is acceptable if approved by applicable governing authorities having jurisdiction and the Engineer.

1.3 PERMITTING

- A. At no additional expense to the Owner, file for and obtain necessary licenses and permits for any interim phases for construction, and be responsible for complying with any Federal, State, County, and Municipal Laws, Codes, regulations applicable to the performance of the Work, including, but not limited to, any laws or regulations requiring the use of licensed Subcontractors to perform parts of the Work.

1.4 INSPECTION AND CERTIFICATIONS

- A. Arrange inspection and obtain Certificates of approval from applicable authorities having jurisdiction. Furnish certificate in accordance with Conditions of the Contract.
- B. Notify and coordinate for all Town/City and County inspections of the work. Allow enough time to maintain progress of the work.

1.5 PERFORMANCE

- A. Should Contractor knowingly perform any Work that does not conform with the requirements of applicable codes, ordinances, regulations, or standards, without given prior written notice to RPR and obtaining required variance, etc. from the governing body, Contractor shall assume full responsibility thereof and shall bear all costs involved in correcting such non-complying Work. Costs shall include but not be limited to: All fines, inspection costs, damages, design and management fees in addition to the cost of removal and replacement of the work of all trades involved.

END OF SECTION 01060

SECTION 01200

PROGRESS MEETINGS CONTRACT DOCUMENTS

PART -1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Technical Specifications and Division 1, General Provisions of the Contract Documents apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Coordination Meetings
 - 2. Progress Meetings

1.3 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Resident Project Representative (RPR) of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited.
 - 2. Review the present and future needs of each entity present, including such items as:

- a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access
 - g. Site utilization
 - h. Hours of Work
 - i. Hazards and risks
 - j. Housekeeping
 - k. Quality and Work standards
 - l. Change Orders
 - m. Documentation of information for payment requests
- C. Reporting: After each progress meeting date the RPR will distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - 1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

END OF SECTION 01200

SECTION 01260

CONTRACT MODIFICATION PROCEDURES CONTRACT DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:

1.2 MINOR CHANGES IN THE WORK

- A. Resident Project Representative (RPR) will issue field order authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: RPR will issue detailed description of proposed changes in the Work that may require adjustment to Contract Sum or Contract Time.
- B. Work Change Proposal Requests issued by RPR are not instructions either to stop work in progress or to execute the proposed change.
- C. Within time specified in Proposal Request after receipt of Proposal Request, submit quotation estimating cost adjustments to Contract Sum and Contract Time necessary to execute the change.
 - a. Include list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- D. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
 - a. Submit proposed change request within 15 days after becoming aware of unforeseen conditions.

- b. Include statement outlining reasons for the change and effect of the change on the Work. Provide complete description of the proposed change. Indicate effect of proposed change on the Contract Sum and the Contract Time.
- c. Include list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- d. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- e. Include costs of labor and supervision directly attributable to the change.
- f. Include updated Contractor's construction schedule that indicates effect of the change, including changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- g. Comply with requirements in Division 01631 if proposed change requires Substitutions of products or systems from those specified.
- h. Proposal Request Form: AIA Document G709 for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document C-940 Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
- D. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01260

SECTION 01290

PROGRESS PAYMENT PROCEDURES CONTRACT DOCUMENTS

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents of the Project Specifications.
- B. Division 1, General Provisions of the Project Specifications are applicable in the execution of all sections of the Project Specifications and of all Contract Drawings

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the General Contractor's Applications for Payment.
- B. This Section requires the coordination of the Contractor's Applications for Payment with Construction Schedule, including established Key-Milestone Dates, Schedule of Values, Submittal Schedule, and Prime Sub-Contractors work.

1.3 APPLICATION FOR PAYMENT

- A. General
 - 1. Progress payments shall be applied for and made as the Work proceeds at intervals stated in the Contract. The Contractor will provide, to the Resident Project Representative (RPR) a "draft" copy of his/her Application for Payment on the 25th day of the month, or the closest workday should the 25th day fall on a weekend or holiday. This provides an opportunity to discuss figures (Schedule of Values) before they become "fixed", and will expedite the processing of the final typed Application when the RPR receives it.
 - 2. Formal Applications for Payment shall be submitted to the Engineer, by close of business on the 1st day of the succeeding month, or the closest workday should the 1st day fall on a weekend or holiday of the month. The Application for Payment will be processed, by the Owner, forty (40) calendar days from the day that the Engineer submits the approved Application for Payment to the Owner, except if that day should fall on a weekend or holiday in which case payment shall be made on the next succeeding workday.
 - 3. All information required on the Application shall be provided and filled in, including that for Change Orders executed prior to the date of submittal of the Application. Summary of dollar values must agree with respective totals indicated on continuation sheets.
 - 4. Each Application for Payment shall be consistent with previous Applications as approved by the Engineer and paid for by the Owner.
 - 5. All Work covered by Progress Payments shall, at the time of payment, become the property of the Owner.
 - 6. Form of Application for Payment will be AIA Document G 702 or an approved equal, in agreement with RIAC, the Engineer and Contractor.

7. All formal Applications for Payment shall be submitted in duplicate to the Engineer by means ensuring receipt within twenty-four (24) hours. Itemized Applications and supporting documents shall be submitted with a complete transmittal form listing attachments, and recording appropriate information related to the Application in a manner acceptable to the Engineer. Itemized data and format provided on continuation sheets shall include schedules, line items, values as stipulated in the Schedule of Values as accepted by the Owner.
8. With each Application for Payment the Contractor shall certify such Application for Payment represents a just estimate of costs reimbursable to Contractor under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all Subcontractors and Materialmen have been, or will be, obtained in the form agreeable to the Owner and that amount of the contract remaining to be expended is sufficient to complete the project.
9. The Contractor shall complete each entry on the forms, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete Applications for Payment will be returned without action.
10. Conditions governing regular schedule for applications, payment and retainage shall be as stated in the Contract.
11. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar or as may be specified for Schedule of Values.
12. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.

B. Waivers and Mechanics Liens

1. Monthly Applications for Payment shall include Waivers of Mechanic's Liens and Claims for all Work included in the period of construction covered by the Application for Payment and the previous month's Application. Waivers of Liens and Claims from Subcontractors or Subcontractors and suppliers shall include the period of construction covered by the Application for Payment, the total amount paid prior to and including the previous month's Application
2. Partial Waivers of Liens shall be submitted on each item of work for the amount requested, prior to deduction for retainage, for each item.
3. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
4. The Owner reserves the right to designate which entities involved in the Work must submit Waivers of Liens.
5. The Contractor's final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien.
6. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.

C. Initial (First) Monthly Application for Payment

1. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include, but are not limited to the following:
 - a. List of all Subcontractors, with indications of DBE Owner firms.
 - b. Contractor's Sworn Statement of principal suppliers, fabricators and Subcontractors.
 - c. Schedule of Values.
 - d. Contractor's construction schedule updated monthly.
 - e. Schedule of principal products and long lead delivery items updated monthly.
 - f. Submittal Schedule, Procurement Schedule.
 - g. List of Contractors principal consultants.
 - h. List of Contractor's staff assignments.
 - i. Copies of building permits.
 - j. Copies of authorizations and licenses from governing authorities for performance of work.
 - k. Initial progress report.
 - l. Certificates of Insurance and insurance policies.
 - m. Suppliers and Subcontractors waivers, as verification of payment noted on prior month's payments.
 - n. Forms noted in the DBE/EEO Plan including but not limited to:
 - 1) MBE Participation Affidavit
 - 2) Certified Payroll
 - 3) Monthly DBE Utilization Reports
 - o. Contractor certification of completed work in compliance with the By American Act.
 - p. Any material stored off site must carry additional insurance (All Risk Ryder) stating Owner as insured. All material is to be inspected by RPR personnel before billing can be approved. Bill of Sale and receipts for items being billed at cost only are required and five percent (5%) retainage will be held for off-site stored materials. Paperwork must accompany request two weeks prior to billing to insure adequate time to schedule inspection.
 - q. Contractor DBE Plan (Initial Only).
 - r. Contractor Safety Plan (Initial Only).

D. Application for Payment at Substantial Completion

1. The Contractor shall, upon issuance of the Certificate of Substantial Completion, submit his Application for payment, which shall reflect any Certificates of Substantial Completion issued previously for Owner occupancy for designated portions of the Work.
2. Application shall include, but not be limited to and as may be determined by the Engineer, the following:
 - a. Certificates of Occupancy and such other permits and approvals as may be required.
 - b. Warranties (Guarantees) and maintenance agreements as may be applicable.
 - c. Testing, Adjusting and Balance Records.
 - d. Maintenance manuals, training and instructions.
 - e. Equipment Start-Up Performance Reports.

- f. Changeover information related to Owner's occupancy, use, operation and maintenance.
- g. Final cleaning.
- h. Application for Reduction of Retainage, and Consent of Surety.
- i. List of incomplete Work, recognized as exceptions to issuance of Certificate of Substantial Completion.

E. Final Application for Payment

- 1. Administrative actions and submittals that shall precede or coincide with this final Application for Payment shall include, but not be limited to and as may be determined by the Engineer, the following:
 - a. Completion of Project Closeout requirements.
 - b. Completion of items specified by the Engineer for completion after Substantial Completion.
 - c. Prepare and submit to the Engineer a list of unsettled claims, as may be applicable.
 - d. Transmit to the Engineer all required project records including permit drawings, as constructed drawings both on hard copy and in electronic format.
 - e. Provide to the Engineer evidence that all requisite taxes, fees and similar obligations have been paid in full.
 - f. Removal of all temporary facilities and services.
 - g. Removal of all surplus materials, rubbish and similar elements.
 - h. Account for and return to the appropriate agency all personnel security access badges previously received. A duplicate list of the same shall be provided to the Engineer.

END OF SECTION 01290

SECTION 01310

PROGRESS SCHEDULE CONTRACT DOCUMENTS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 0, Bidding and Contract Documents in the Project Specifications, more specifically Section 00800, Summary of Work and Special Conditions.
- B. Division 1, General Provisions in the Project Specifications, more specifically, Section 01340, Shop Drawings, Product Data and Samples and Section 01700, Project Close-Out.

1.1 REQUIREMENTS INCLUDED.

- A. Schedule Submittals.
- B. Scheduling Personnel.
- C. Key Contract Milestones.
- D. Submittal Schedule.
- E. Material Procurement Schedule.
- F. ~~Construction~~ Contract Schedule.
- G. ~~Construction~~ Contract Schedule Revisions and Updates.
- H. Short Interval Schedule.
- I. Adjustments of Time for Completion.

1.2 Schedule For Submittals.

- A. Allow ten (10) calendar days for review and turnaround of submittals of the ~~Construction~~ Contract Schedule.
- B. Submittals shall be forwarded to the Engineer with sufficient time to allow for review, approval, fabrication and delivery to support the Schedule as outlined.
- C. The Contractor shall submit the following:
 - 1. Schedule of Submittals and Product Data: To be submitted within five (5) calendar days from Notice to Proceed (NTP). Schedule shall show submittals commencing within five (5) calendar days from NTP.
 - 2. Material Procurement Schedule: To be submitted within five (5) calendar days from NTP.
 - 3. Safety Plan Compliance Document (SPCD): To be submitted within five (5) calendar days from Signing of Contract.
 - 4. ~~Construction~~ Contract Schedule: To be submitted within ten (10) calendar days from NTP.
 - 5. Inspection and Testing Schedule: To be submitted within ten (10) calendar days from NTP.

1.3 SCHEDULING PERSONNEL.

- A. The Contractor shall designate a project scheduler to have all scheduling responsibilities for the Work. The project scheduler must have had previous scheduling responsibilities on similar projects of similar size and complexities.

1.4 CONTRACT MILESTONES

- A. Key Milestones provided for in Division 1, Section 00800, Summary Work and Special Conditions in the Project Specification, are to be incorporated into the Contractor's Construction Schedule.
- B. Key Milestones: Key Contract Milestones (the "Milestones") are significant interim dates on the Critical Path of the Work and within the Contract Time at which certain portions of the Work must be either partially or totally complete in order for the Work to be in compliance with the Contract Documents
- C. Identify all Milestones in the Schedule Submittals, whether or not the Engineer has identified those dates in the Bidding and Contract Documents.
- D. Milestones will be clearly identified in all Contractor submitted schedules and will serve as an essential instrument of measurement, by the Engineer, of the Contractor's compliance with the Contract Documents.
- E. Failure by the Contractor to achieve Milestones by the Contract Dates may result in Owner implementing contractual remedies, as required, in order to regain the Contract Schedule.

1.5 SUBMITTAL SCHEDULE

- A. Within five (5) calendar days after signing the Contract, develop and submit a Schedule of Submittals on a form acceptable to the Engineer. Submit Submittal Schedule in the form of a hard copy and a diskette format approved by the Engineer.
- B. Incorporate all submittals required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Submittal Schedule into the Contract Schedule and link material and equipment deliveries as appropriate to construction work activities.
- D. Submit status of the Submittal Schedule with the monthly Contract Schedule Status Submission.
- E. Indicate changes from the previous report with an asterisk.
- F. Engineer's review of the Submittal Schedule does not constitute it to be a complete listing of all submittals required by the Contract

1.6 MATERIAL PROCUREMENT SCHEDULE

- A. Within five (5) calendar days after signing the Contract, develop and submit a Material Procurement Schedule on a form acceptable to the Engineer. Submit the Material Procurement Schedule in the form of a hard copy and a diskette format approved by the Engineer.
- B. Incorporate all material required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Material Procurement Schedule with the Schedule of Submittals and the Contract Schedule.

- D. Review the Material Procurement Schedule at the weekly scheduled Progress and Coordination Meeting.
- E. Submit status of the Material Procurement Schedule with the monthly Contract Schedule Status Submission.
- F. Indicate changes from the previous report with an asterisk.

1.7 SAFETY PLAN COMPLIANCE DOCUMENT

- A. Within five (5) calendar days after the Signing of Contract, develop and submit a Safety Plan Compliance Document (SPCD) in accordance with the Plans, Specs and FAA Advisory Circular AC 150/5370-2G, Operational Safety on Airports during Construction. No construction shall commence until the Engineer and Owner Approve of his/her SPCD.

1.8 ~~CONSTRUCTION~~ CONTRACT SCHEDULE.

- A. Within ten (10) calendar days following NTP and prior to submission of the first Application for Payment, submit the ~~Construction~~ Contract.
- B. Incorporate all Key Milestones as designated by the Engineer in the Contract Documents, Division 0, Section 00800, as well as other Milestones the Contractor identifies as significant points in time.
- C. At a minimum, the Construction Contract Schedule shall include the following:
 - 1. A time-scaled Precedence Diagram (PDM) with activities grouped by specific physical areas in the project for ease of understanding and simplification.
 - 2. A computer generated bar chart, based upon the CPM logic, organized by Area and sorted by early start, early finish.
 - 3. Each activity shall be cost loaded to reflect the estimated value of performing the work. Activity cost shall consist of the sum of labor, materials, equipment, supervision and allocated overhead. The sum of all activity cost shall equal the Contract Sum.
 - 4. A computer generated Cost S-Curve report. The S-Curve graphic shall include a curve based upon early start and a curve based upon late start. The report shall include a listing showing projected cash flow by month for both early start and late start.
 - 5. All Milestones, submittal dates and completion dates for all shop drawing activities, material procurement, fabrication and delivery dates to support the Contract Schedule, anticipated types and durations of usage for major equipment, and any other scheduling data relevant to the Work.
 - 6. Activities required for Project Closeout. This shall include appropriate activities for obtaining Substantial Completion, Punch List, Punch Work, Final Inspections (including pre-inspections and system checkouts), Closeout Submittals (Certificates, Warranties, Manuals, Release of Liens, As-Builts, etc.). Show Milestones for Substantial Completion, Temporary Certificate of Occupancy (where appropriate), Certificate of Occupancy, and Final Completion.
 - 7. Weather conditions, such as high or low ambient temperatures, wind, and/or precipitation, can influence progress of the work shall be considered and allowed for in the planning and scheduling of work. This is to ensure completion of the work within the Contract time. Weather conditions shall be determined by an

assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the U.S. Weather Bureau Service. Weather must be unusually severe and beyond the 10 year average to even be considered as having impacted the Project Schedule.

8. The Contract Schedule shall indicate holidays and any non-work days applicable to the schedule.
- D. The Contract Schedule shall become the basis for tracking and measuring progress once the Engineer has provided written acceptance of the Contractor's Submittal. Acceptance of the Construction Contract Schedule by the Engineer does not relieve Contractor of any responsibilities for the accuracy or feasibility of the schedule, or the Contractor's ability to meet Contract Completion date or Key Milestones. Also, acceptance does not warrant, acknowledge or admit the reasonableness of logic, activity duration or cost loading of the Construction Contract Schedule.

1.9 CONTRACT SCHEDULE UPDATES AND REVISIONS

- A. The ~~Construction~~ Contract Schedule shall be updated bi-weekly to show progress and submitted for Engineer's review. The Contractor shall provide the updated Schedule with each payment application. This shall include three (3) schedule copies. Non-submittal of the update will be grounds to withhold the Application for Payment.
- B. Updating of the ~~Construction~~ Contract Schedule to reflect actual progress shall not be considered revisions to the Schedule. The accepted Construction Contract Schedule cannot be changed (revised) without review and acceptance, by the Engineer, of the Contractor's proposed change.
- C. After the Schedule Update, if the ~~Construction~~ Contract Schedule no longer represents actual progress of the Work, Contractor shall revise the Schedule to properly reflect progress and resubmit to the Engineer.
- D. If Contractor desires to make changes in the Contract Schedule to reflect revisions in method of operating and scheduling of Work, Contractor shall notify Engineer in writing, stating the reason for the proposed revision. After the Engineer accepts the proposed revision, the Contractor shall implement the revision within three (3) calendar days and submit the Contract Schedule to the Engineer.
- E. In addition, revisions to the ~~Construction~~ Contract Schedule that are requested by the Engineer shall be made by the Contractor within three (3) calendar days of the requested revision.
- F. All revisions to the Construction Contract Schedule shall be identified by an appropriate activity code. The Contractor shall submit the proposed code structure to the Engineer for approval. Approval of the codes and requested revision(s) are required prior to revising the accepted ~~Construction~~ Contract Schedule.
- G. If the Contractor defaults by failing to submit a ~~Construction~~ Contract Schedule or provide the required updates or revisions, RIAC reserves the right to engage the Engineer to prepare the ~~Construction~~-Contract Schedule, update, or revision back-charging the Contractor for the cost of this work. In such an event:
 1. RIAC will request the Contractor's participation in the development of the ~~Construction~~ Contract Schedule, update, or revision to assure the Schedule produced accurately reflects Contract requirements and progress of the Work. The Contractor shall respond and participate in this effort within three (3) calendar days of RIAC's request.

2. If the Contractor refuses to participate or cooperate with RIAC or the Engineer, then the Engineer will develop or status the Contract Schedule to the best of its ability with the information available.
3. Whether the Contractor participates or not, the ~~Construction~~ Contract Schedule shall be issued for the use of a unilateral Change Order to the Contract.

1.10 ADJUSTMENT OF TIME FOR COMPLETION

- A. Time for Completion will be adjusted only in accordance with this Clause and the Contract Documents.
- B. Any request for adjustment of time for completion because of changes or alleged delays shall be accompanied by a complete and comprehensive Time Impact Analysis Proposal, which shall be submitted for approval within seven (7) calendar days of the event causing delay. Failure to provide the proper notice within this time frame shall be construed as the Contractor's acceptance that the event causing delay can be absorbed into the ~~Construction~~ Contract Schedule without causing a delay to the project completion or any Key Contract milestone.
- C. Each Time Impact Analysis Proposal shall provide information justifying the request and stating the extent of the adjustment requested. Each Analysis shall be in a form and content acceptable to the Engineer and shall include, but not be limited to, the general information set forth in this section appropriate to the type of request (change or alleged delay) including the following:
 1. A schedule illustrating how Contractor proposes to have the change or alleged delay incorporated into the current Updated Schedule.
 2. Identification of activities in current updated ~~Construction~~ Contract Schedule, which are proposed to be amended due to the change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.
 3. Time Impact Analysis Proposals shall be based upon the dates when the change or changes were issued, or dates when alleged delay or delays began, status of work at that time, and shall include time computations for affected activities.
 4. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due to the Contractor.
 5. Contract Time Extensions or Key Contract Milestone Adjustments will only be considered when a Critical Path activity or activities are affected and a resulting delay extends the Contract Completion Date or Key Contract Milestone.
 6. Adjustment of a Key Contract Milestone may not necessarily result in an adjustment to the Contract Completion Date.
 7. As an alternative to extending the Contract Completion Date or adjusting Key ~~Construction~~ Contract Milestones, Engineer may require the Contractor to adjust the Contract Schedule. This shall be accomplished by revising logic, adding resources, working crews on overtime, working additional shifts, and any other mitigating measures that the Engineer determines is in the best interest of the project. Contractor agrees to fully cooperate with the Engineer in finding the most effective (least cost) means to accomplish this task when requested.
 8. Should the Engineer find, after review of the Time Impact Analysis, that the Contractor is entitled to an extension of time for completion, the time extension for completion will be recommended to RIAC.

9. Time Impact Analysis related to Change Order Work and/or Contract Time Extensions shall be incorporated into and attached to the applicable Change Order.

END OF SECTION 01310

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES CONTRACT DOCUMENTS

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Division 1 Sections of the Project Specifications are applicable in the execution of all Specification Sections.

1.2 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data, Samples, Coordination Drawings, Certifications, and Field Mock-Ups concurrently as required by Contract Documents and as reasonably requested by the Engineer.
- B. Prepare and submit to the Engineer no later than five (5) calendar days after signing the Contract, a list of submittals required by each Specification Section in the Contract Agreement. Submit in accordance with this Section and the requirements of Section 01310, Progress Schedule.
- C. Designate in schedule data dates for submission and review of shop drawings, product data and samples, and the date of return.

1.3 SHOP DRAWINGS

- A. Present drawings in a clear and thorough manner. Prepare original, project specific documents – do not reproduce Construction Documents and resubmit as shop drawings.
- B. Identify details by reference to sheet and detail, schedule or room numbers shown on the Contract Drawings.
- C. Consecutively number shop drawings for each section of work. Retain numbering system throughout all revisions.
- D. Show detail, material, dimensions, thickness, methods of assembly, attachments, and relationship to adjoining Work and other pertinent data and information.
- E. Verify dimensions and field conditions. Clearly indicate field dimensions and field conditions.
- F. Check and coordinate shop drawings of any section or trade with requirements of other sections or trades as related and as required for proper and complete installation of work.
- G. Prepare composite shop drawings and installation layouts when necessary or requested to depict proposed solutions for tight field conditions. Coordinate in field and with affected Trades for proper relationship to work of other trades based on field conditions.

1.4 PRODUCT DATA

- A. Preparation
 - 1. Annotate each sheet to clearly identify specific product or part installed, and specific data applicable to installation.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
 - 5. Indicate specified finish.
 - 6. Indicate only those sheets, which are pertinent to specific product(s) with product clearly identified.
- B. Manufacturer's standard schematic drawings and documents.
 - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 - 2. Supplement standard information to provide information which is applicable to the Work.

1.5 SAMPLES

- A. Provide a minimum of one (1) office samples, or as otherwise indicated in the Technical Specifications, of sufficient size to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture, and pattern.
 - 3. Samples shall be referenced to applicable section of the specifications.
- B. Field samples and mock-ups:
 - 1. Not Used
- C. Project Record Document Samples:
 - 1. All items requiring submittal for color, texture or finish selection will be included in Record Document Finish Manual as stipulated in Section 01720, Project Record Documents.
 - 2. Sample of selected color, texture or finish is to be provided on 4" x 4" (or as appropriate) sample chip, suitable for adhering to cardboard page in Record Document Manual. Record sample to match actual material installed.
 - 3. Contractor to prepare record samples on pages, and submit in accordance with requirements of Section 01720.

1.6 COORDINATION DRAWINGS

- A. Not Used

1.7 MANUFACTURER’S CERTIFICATION OF MATERIALS AND EQUIPMENT

- A. Before shop drawings or manufacturer’s data for equipment are submitted for approval, a duly authorized manufacturer’s representative of the proposed equipment shall review the design of the system relative to the proper operation of his/her equipment and material.
 - 1. Shop drawings and/or manufacturer’s data submitted shall include letter from manufacturer’s representative certifying that his/her equipment and materials will operate and function satisfactorily under the design conditions. If required by the jurisdiction having authority, data shall be signed and sealed by a Rhode Island Registered Engineer in the respective discipline.
- B. Before the work is accepted, a duly authorized manufacturer’s representative of the installed equipment shall inspect the installation and operation of his/her equipment and materials to determine that they are properly installed and properly operating in accordance with the manufacturer’s recommendations.
- C. Certification is required for the following systems:
 - 1. Systems requiring certification will be specified in each of the Divisions of the Technical Specifications.

1.8 CONTRACTOR REVIEW

- A. Contractor shall review all submittals prior to transmittal to the Engineer.
 - 1. The Contractor shall consecutively number all shop drawings and product data transmittals. Resubmittals would have the same number of the previous submittal followed by the suffix “A, B, C etc.”
 - 2. The transmittal is to contain the project number and the applicable specification section for each product represented on the transmittal.
- B. Apply Contractor’s stamp to submittals, initialed or signed by authorized person and dated, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of information within submittal with requirements of Work and the Contract Documents.
- C. Submittals without Contractor’s stamp or submittals that, in the Engineer’s opinion, are incomplete, contain numerous errors, or have not been checked or have only been checked superficially, will be returned without comments. Delays resulting there from shall be solely the Contractor’s responsibility.
- D. Clearly note proposed deviations from the Contract Documents on submittals. Submit listing identifying deviations in a format acceptable to the Engineer.
- E. Contractor shall be responsible to ensure quantities and dimensions shown on submittals comply with the requirements of the Contract Documents.

1.9 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work. Submittals by Contractor shall be made only through the Engineer.
- B. Number of submittals required:
 - 1. Shop Drawings: Submit (1) electronic submission.
 - 2. Product Data: Submit (1) electronic submission.
 - 3. Samples: Submit the number required in each specification section.
- C. Submittals shall contain:
 - 1. Date of submission and dates of any previous submissions.
 - 2. Project title and number.
 - 3. Contract identification number.
 - 4. The names of:
 - a. Contractor
 - b. Subcontractor
 - c. Supplier
 - d. Manufacturer
 - 5. Identification of the product, with the specification section number.
 - 6. Field dimensions clearly identified as such.
 - 7. Relation to adjacent or critical features of the Work or Materials.
 - 8. Applicable standards, such as ASTM or Federal Specification numbers.
 - 9. Identification of deviations from Contract Documents and justification.
 - 10. Identifications of revisions on resubmittals.
 - 11. Additional information as required by Contract Documents.
 - 12. An 8 in. x 3 in. blank space for Contractor and Engineer stamps.
- D. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer and/or Engineer's review of submittals
- E. Numbering system established by the Contractor shall be agreeable to Engineer.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Engineer, mark number of submission, and resubmit as required until approved.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings and data, and resubmit as specified for the initial submittal.
 - 2. Indicate any changes that have been made other than those requested by the Engineer.
 - 3. Mark number of submission and resubmit until accepted.
- C. Samples: Submit new samples as required for initial submittal. Remove samples, which are "rejected" or designated "resubmit."

1.10 ENGINEER REVIEW RESPONSIBILITIES

- A. The Engineer shall review submittals with responsible promptness in accordance with the requirements of the Project Specifications.
- B. Affix stamp and initials or signature, and indicate requirements for revisions and resubmittal, if any.
- C. Return submittals to Contractor and Owner for distribution, or for resubmission within fourteen (14) days of original receipt.

1.11 MOCK-UPS

- A. Mock-ups shall be provided as called for on the plans and/or Technical Specifications.

END OF SECTION 01340

SECTION 01380

PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED.

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Specifications, without exception.

1.2 RELATED REQUIREMENTS.

- A. Division 1 Sections of the Project Specifications are applicable in the execution of all Specification Sections.

1.3 DESCRIPTION.

- A. Construction progress record photographs shall be taken by the Contractor periodically during course of Work as requested by the Resident Project Representative (RPR).
- B. Furnish construction photographs taken at monthly intervals and at commencement of Work until completion of the Work.
- C. Views and quantities required:
 - 1. At each specified time, take photographs from numerous different views to show the progress of the Work. Each photograph shall have the project number, project name, filename, location, description, time and date, and orientation of view (compass direction), name and address of photographer inscribed on the reverse side. The photographs should be taken so that all succeeding photographs in each series will be taken at the same locations and compass direction.
 - 2. Furnish one (1) JPG file of each view, to RPR and the Owner via email. Electronic files shall have the project number, project name, filename, location, description, time and date, and orientation of view (compass direction), name and address of photographer incorporated into the file in a format approved by the Engineer.
- D. Do not display photographs in publications, contests or other public or private forums without the express written consent of Owner.
- E. Assemble construction photographs at project closeout in accordance with requirements stipulated in Division 01 Section “Project Record Documents.”

1.4 COST OF PHOTOGRAPHY.

- A. General Contractor shall pay all costs for specified photography and prints.

PART 2 – PRODUCTS

2.1 PROGRESS PHOTOS

- A. A minimum of 1024 x 768 pixel size shall be accepted in JPG format.
- B. Identify each electronic file on a tabulation, listing project number, project name, filename, location, description, time and date, and orientation of view (compass direction), name and address of photographer.

2.2 FINAL PROJECT PHOTOS

- A. A minimum of 1024 x 768 pixel size shall be accepted in JPG format.
- B. Identify each electronic file on a tabulation, listing project number, project name, filename, location, description, time and date, and orientation of view (compass direction), name and address of photographer.

PART 3 - EXECUTION

3.1 VIEWS REQUIRED

- A. Consult with RPR for instructions concerning views required at each specified visit to Site.
- B. Photographs taken from exact locations monthly to adequately illustrate conditions of construction and progress status.

3.2 DELIVERY OF PHOTOGRAPHS

- A. Deliver photographs to RPR as soon as processed.

3.3 FINAL PROJECT PHOTOS

- A. Deliver photographs to RPR as soon as processed.

3.4 PHOTOGRAPHIC OWNERSHIP RIGHTS

- A. Owner shall retain rights to all project photos, including negatives and electronic versions. The cost of furnishing the ground and aerial photographs will not be paid for as a separate item but shall be included in the Contract price of the various project items.

PART 4 – MEASUREMENT AND PAYMENT

4.1 PHOTOGRAPHIC DOCUMENTATION

- A. Photographic Documentation shall be considered incidental to the work. Payment shall be included as part of other appropriate pay items.
- B. The Contractor shall supply all required supervision, materials, equipment, and labor.

END OF SECTION 272100

SECTION 01631

PRODUCT SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents in the Project Specifications apply to this Section.
- B. Division 1, General Provisions in the Project Specifications apply to this Section.
- C. Technical Specifications and that Drawings apply to this Section.
- D. FAA Section 60-03, Certification of Compliance/analysis.
- E. FAA Section 80-05, Character of Workers, Methods, and Equipment.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Substitutions shall be made using an Engineer provided document control system, should one be implemented under the project.

1.3 DEFINITIONS

- A. Definitions used in this Section are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "Substitutions." The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by RIAC, or the Engineer.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within thirty (30) calendar days after commencement of the Work. Requests received

more than thirty (30) calendar days after commencement of the Work may be considered or rejected at the discretion of the Engineer.

1. Submit one (1) electronic copy of each request for substitution for consideration. Submit requests in the form to be provided by the Engineer and in accordance with procedures required for Change Order proposals to be established by the Engineer.
2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by RIAC and other, separate Contractors that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's Progress Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Engineer's Action: Within seven (7) business days of receipt of the request for substitution, the Engineer will request additional information or documentation necessary for evaluation of the request. Within fourteen (14) business days of receipt of the request, or seven (7) business days of receipt of the additional information or documentation, whichever is later, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.
4. If the Contractor fails to timely and properly respond to the Engineer's request for additional information or documentation, then the Contractor's Substitution Request will automatically be denied without further action.
5. The Contractor is obligated to continue working during the time its Substitution Request is being considered. No modifications to the Contract Time or Contract Sum will be considered because the Contractor was waiting for the Engineer to evaluate its submittal.

- B. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer, otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered RIAC in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities RIAC may be required to bear. Additional responsibilities for RIAC may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by RIAC or other separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution will provide the required warranty.
 11. Where a proposed substitution involves more than one sub-Contractor, the Contractor shall coordinate and obtain the cooperation of the sub-Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
- C. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- D. Substitution request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 2. Will provide the same warranty for substitution as for specified product.
 3. Will coordinate installation and make other changes, which may be required for work to be complete in all respects.
 4. Waives claims for additional costs, which may subsequently become apparent. All costs associated with the substitution will be paid for by the Contractor regardless

of approvals given, and regardless of subsequent difficulties experienced as a result of substitutions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01631

SECTION 01700

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED.

- A. The Contractor shall comply with and be responsible for all the requirements of the Project Specifications, without exception.
- B. The Contractor shall comply with applicable requirements in this Section and more specific requirements in Division 1, Section 00800, SUMMARY OF WORK AND SPECIAL CONDITIONS.
- C. FAA Section Nos. 50-15 Final Acceptance; 70-18 No Waiver of Legal Right; 80-7 Determination and Extension of Contract Time; 80-8 Failure to Complete on Time; 90-6 Partial Payments; 90-8 Payment of Withheld Funds; 90-9 Acceptance and Final Payment; and 90-11, Contractor Final Project Documentation.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract: Fiscal provisions, legal submittals and additional administrative requirements.
- B. Division 1 Sections of the Project Specifications are applicable in the execution of all Specification Sections.
- C. Closeout submittals required of trades in various sections of the Specifications

1.3 DAMAGES

- A. The Contractor acknowledges that Airport operations rely extensively on a time schedule and that the Contractor's failure to timely complete the Milestones contained in the CSPP will have a detrimental impact upon RIAC and the travel plans for thousands of airline passengers. Accordingly, Contractor further acknowledges and agrees that when performing its services herein, that **TIME IS OF THE ESSENCE**.
- B. Accordingly, Contractor further agrees to pay Owner Liquidated Damages (FAA Section 80-8) as compensation (and not as a penalty) for its failure to meet the time standards described in the CSPP and as shown on the Contract Drawings.

1.4 SUBSTANTIAL COMPLETION (BY MILESTONE AND FOR THE ENTIRE PROJECT)

- A. The close-out process outlined in FAA Section Nos. 50-15, 70-18 and 90-9 shall apply to the determination of Substantial Completion for each of the Interim and Final Milestone(s) described in the CSPP. In addition to those provisions, the following requirements shall also apply:
- B. When Contractor considers the Work for a particular Milestone in the CSPP to be Substantially Complete, he shall submit to the Resident Project Representative (RPR):
 - 1. A written certification that the Work, or designated portion thereof, is substantially complete. All items not complete shall be listed and deficient items

- noted.
 2. RPR will review the Contractor's certification and examine the Work for conformance to the Certification and the Contract Documents.
 3. RPR will inform the Contractor of non-compliance or incomplete items.
 4. Contractor shall remedy the deficiencies in the Work within three (3) days in which the Contractor is normally working at the time, and send a second written notice of substantial completion to the RPR.
 5. RPR will re-examine the Work.
- C. When RPR finds that the Work for a particular Milestone is Substantially Complete, the RPR will:
1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended.
 2. Distribute to Contractor, RPR, and RIAC for their written acceptance of the responsibilities assigned to them in the Certificate.
- D. After the RPR deems the Work applicable to a particular Milestone to be Substantially Complete, Contractor shall:
1. Complete Work listed for Final Completion or correction.
 2. Perform all cleaning in accordance with FAA Section 40-08, Final Cleaning.

1.5 FINAL COMPLETION (BY MILESTONE AND FOR THE ENTIRE PROJECT)

- A. The close-out process outlined in FAA Section Nos. 50-15, 70-18 and 90-9 shall apply to the determination of Final Completion for each of the Interim and Final Milestone(s) described in the CSPP. In addition to those provisions, the following requirements shall also apply:
- B. Within forty five (45) calendar days after Substantial Completion of each Interim and Final Milestone(s), the Contractor shall submit to the RPR a written certification that:
1. Contract Documents have been reviewed.
 2. Work has been examined for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the RPR and RIAC Operations and Maintenance personnel, and are operational.
 5. Work is completed and ready for final examination.
 6. Submittal of Closeout Documents in accordance with the below.
- C. RPR will make an examination to verify the status of completion within ten (10) calendar days after receipt of such certification.
- D. Should the RPR consider the Work incomplete or defective:
1. The RPR will promptly notify the Contractor in writing of all deficiencies listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written Certification to RPR that the Work is complete.
 3. The RPR will re-examine the Work.
- E. The date established by the Engineer as the Final Completion Date shall initiate the guarantee and the warranty periods for all system components and the construction of

- the Project.
- F. The Engineer shall review the status of the Work and compare it to the request for final payment and compare it with the Project records for conformance to the final settlement requirements.
- G. The Engineer shall submit to RIAC the record drawings and specification package, copy of all shop drawings and submittals, the “as-built” set of drawings and specifications, maintenance manuals as required by the contract and submitted by the Contractor. In addition, the Contractor shall provide spare parts and supplies, stored materials, special tools, filters, and other pertinent items as required under the Contract Documents to the Engineer for transmittal to RIAC.

1.6 CLOSEOUT SUBMITTALS

- A. The Project shall not be considered Final Complete until all Closeout Submittals are properly completed and transmitted to the Engineer. Thus, in addition to the requirements contained in FAA Section 90-11, the Contractor shall also provide the Engineer with:
1. Certifications and evidence of compliance with all requirements of those governing authorities having jurisdiction over the Work;
 2. Project Record Documents, in accordance with Section 01720, PROJECT RECORD DOCUMENTS.
 3. Operating and Maintenance Data, in accordance with Section 01782, OPERATION AND MAINTENANCE DATA.
 4. Bonds and Warranties, in accordance with Section 01740, BONDS AND WARRANTIES.
 5. Operating and Maintenance Material.
 6. Provide products, spare parts, and maintenance materials in quantities specified in each Specification Section in addition to that required for completion of Work.
 7. Certificate of Insurance for Products and Completed Operations.
 8. Final Construction Waste Management documentation.

1.7 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor’s Affidavit of release of Liens.
1. Consent of Surety to Final Payment. Use form acceptable to the Engineer.
 2. Contractor’s Release or Waiver of Liens. Standard Form “Affidavit and Partial Lien Waiver” included in the Exhibits of the Contract Agreement.
 3. Separate releases of waivers of liens from Subcontractors, suppliers and others with lien rights against property of RIAC together with a list of those parties, in accordance with Standard Form “Affidavit and Final Lien Waiver”
- B. All submittals shall be duly executed before delivery to the Engineer.
- C. Submit a final Statement of Accounting to the Engineer.
- D. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.

- b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Deductions for Liquidated Damages.
 - f. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- E. The Engineer will prepare a final Change Order, subject to approval by RIAC, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

1.8 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final Application for Payment in accordance with procedures and requirements stated in the Contract and Section 01027 APPLICATIONS FOR PAYMENT of the Project Specifications.

1.9 ADDITIONAL ADJUSTMENT

- A. No adjustments to the Contract requested by the Contractor will be allowed if asserted after execution of Final Payment of Contract.

1.10 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one (1) year from the Date of Final Completion, Engineer will make visual inspection of the Project Work in the company of the Contractor to determine whether further correction of Work is required in accordance with the provisions of the Contract. The Contractor shall be responsible for contacting Engineer and scheduling and coordinating the one (1) year inspection.
- B. Engineer will promptly notify the Contractor, in writing, of any observed deficiencies.
- C. Contractor shall contact Engineer to arrange time and establish schedule for correction of deficiencies.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION 01700

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 REQUIRED INCLUDED.

- A. The Contractor shall comply with and be responsible for all requirements of the Project Specifications, without exception.
- B. Contractor shall comply with the applicable requirements in this section and more specific requirements in: Section 00800, SUMMARY OF WORK AND SPECIAL CONDITIONS; Section 01340, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES; Section 01380, PHOTOGRAPHIC DOCUMENTATION; and Section 01700, CLOSEOUT PROCEDURES.
- C. Access to Records and Reports (2 CFRs.200.333; 2 CFRs.200.336; FAA Order 5100.38)

1.2 RELATED REQUIREMENTS.

- A. Division 1, Bidding and Contract Documents, in the Project Specifications.
- B. Division 1, General Provisions in the Project Specifications are applicable in the execution of all Specification Sections.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES.

- A. For duration of Project, maintain at job Site the following:
 - 1. One copy of the Drawings, Specifications, Addenda, shop drawings, products data, miscellaneous requested submittal data, Change Orders and other modifications to Contract, field orders, field test or written instructions.
 - 2. One copy of transmittal letters.
 - 3. One set of construction photographs.
 - 4. One set of samples.
 - 5. One copy of Permit Drawings as may be required by the governing agency.
- B. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinets or secure storage space for storage of samples.
- C. File documents and samples in accordance with specification format and list used for the project.
- D. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- E. Make documents and samples available at all times for inspection by the Resident Project Representative (RPR) or RIAC designee.

- F. Incomplete or out of order documents and samples will be grounds for not approving the Contractor's Application for Payment.
- G. Provide felt tip marking pens for recording information in color code designated by the RPR.
- H. Label each document "PROJECT RECORD" in neat large, printed letters. Keep record documents current. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- I. 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 (3) years after Final Payment is made and all pending matters are closed.

1.4 RECORD DRAWINGS.

- A. Electronic data "As-Built" record drawings shall be required. The RPR will select electronic format and software to be used by Contractor.
- B. Contractor shall, at his sole cost and expense, pay for reproduction costs of reproducible hard-copy prints for keeping accurate records.
- C. Legibly mark in color code designated by RPR to record actual construction on designated Record Drawing prints:
 - 1. Depths of various elements of foundations.
 - 2. Horizontal and vertical locations of underground utilities, storm drain and structures, electrical conduit, duct banks, and structures, all FAA antennae, lights, shelters and appurtenances, referenced to permanent surface improvements.
- D. Indicate the following installed conditions:
 - 1. Approved substitutions, Contract Modifications, and actual equipment and materials installed.
 - 2. Field modifications with dimensions and details.
 - 3. Modifications made by addenda, clarifications, Field Orders or Change Orders.
 - 4. Details not on original contract drawings.
 - 5. Record information on a daily basis, or as often as necessary.
 - 6. Include references to related shop drawings and modifications.
- E. Contractor shall retain competent drafting services, as necessary, for transfer of "mark-up notations" from information recorded during construction.
- F. Permanent Record Drawings shall be from the Engineer's original drawings in Adobe Acrobat or approved equal red-line electronic format and printed to hard-copy.
- G. Contractor shall submit an updated set of Record Drawings to the RPR and RIAC for review and acceptance with each monthly pay requisition.
- H. Make revisions and additions as indicated by the RPR.
- I. Do not use these Drawings for reference or construction, nor allow them to leave the field office.

1.5 RECORD SPECIFICATIONS AND ADDENDA.

- A. Legibly mark up in color code designated by the RPR each Specification Section to record the following:
 - 1. Manufacturer, trade name, catalog name and supplier (with address and phone number) of each product and item of equipment actually installed.
 - 2. Modifications made by Change Order.
 - 3. Other matters not originally specified.

1.6 RECORD SAMPLES.

- A. Record in transmittal, if not indicated, manufacturer, trade name, and catalog number.

1.7 SUBMITTALS.

- A. At Contract closeout, Contractor shall sign each final Record Drawing and cover of Record Specifications stating documents are complete and accurate, deliver project Record Documents to the RPR for review and transmittal to RIAC.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.
- C. Submit the following quantities of Record Documents:
 - 1. Two (2) complete and full sets of Project Record Drawings on print paper.
 - 2. Five (5) complete sets of "Up-Dated" Technical Specifications.
 - 3. A complete set of Project Record Drawings in electronic format.

1.8 BURDEN OF ACCURACY.

- A. Contractor shall bear all costs of damages of any nature incurred by RIAC or the RPR due to inaccuracies or incompleteness of the submitted Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.1 PROJECT RECORD DOCUMENTS

- A. Project Record Documents shall be considered incidental to the work. Payment shall be included as part of other appropriate pay items.
- B. The Contractor shall supply all required supervision, materials, equipment, and labor.

END OF SECTION 01720

SECTION 01740

BONDS AND WARRANTIES

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 0, Bidding and Contract Documents, in the Project Specifications, and particularly Section 00620, GENERAL GUARANTEE.
- B. Division 1, General Provisions, in the Project Specifications, specifically Section 01700, CLOSEOUT PROCEDURES.
- C. Technical Specifications as applicable and required.
- D. FAA Section 90-10, Construction Warranty.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the applicable requirements of Division 0 and Division 1 for Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section 01700, CLOSEOUT PROCEDURES.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Technical Specifications.
 - 4. Certifications and other commitments and agreements for continuing services to RIAC are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to RIAC.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for RIAC.

1.4 WARRANTY REQUIREMENTS.

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether RIAC has benefited from use of the Work through a portion of its anticipated useful service life.
- D. RIAC Recourse: Written warranties made to RIAC are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which RIAC can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: RIAC reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. RIAC reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Resident Project Engineer (RPR) prior to the date certified for Final Completion. If the Certificate of Completion designates a commencement date for warranties other than the date of Final Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the RPR.
 - 1. When a designated portion of the Work is completed and occupied or used by RIAC by separate agreement with the Contractor during the construction period, submit properly executed warranties to the RPR within fifteen (15) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, Contractor shall submit a draft to RIAC through the RPR for approval prior to final execution.
- C. Form of Submittal: At Final Completion provide an electronic pdf file format and compile one (1) hard copy of each required warranty and bond properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Specifications.

- D. Bind warranties and bonds in heavy-duty, commercial quality, durable D-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, number and the name of the Contractor.
 - 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.6 SCHEDULE OF WARRANTIES.

- A. Schedule: Provide warranties and bonds on products and installations as specified in individual Sections.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.1 BONDS AND WARRANTIES

- A. Bonds and Warranties shall be considered incidental to the work. Payment shall be included as part of other appropriate pay items.
- B. The Contractor shall supply all required supervision, materials, equipment, and labor.

END OF SECTION 01740

SECTION 01782

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Division 01 Section 01340 "Shop Drawings, Product Data and Samples" for electronic submittal procedures for operation and maintenance manuals using Doc Express Paperless Contracting System.
 - 2. Technical Specifications for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Resident Project Representative (RPR) will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. RPR will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least **30** days before commencing demonstration and training. RPR will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least **15** days before commencing demonstration and training. RPR will return copy with comments.
 - 1. Correct or revise each manual to comply with RPR's comments. Submit copies of each corrected manual within **15** days of receipt of RPR's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold **8-1/2-by-11-inch (215-by-280-mm)** paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, **and indicate Specification Section number on bottom of spine.** Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on **8-1/2-by-11-inch (215-by-280-mm)** white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.

9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
 - 7. List of cleaning agents and methods of cleaning detrimental to equipment.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 – MEASUREMENT AND PAYMENT

4.1 OPERATION AND MAINTENANCE DATA

- A. Operation and Maintenance Data shall be considered incidental to the work. Payment shall be included as part of other appropriate pay items.
- B. The Contractor shall supply all required supervision, materials, equipment, and labor.

END OF SECTION 01782

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS.

- A. Division 0, Bidding and Contract Documents in the Project Specification, more specifically Section 00800, SUMMARY OF WORK AND SPECIAL CONDITIONS.
- B. Division 1, General Provisions in the Project Specification, more specifically Sections 01700 CLOSEOUT PROCEDURES, 01027 APPLICATIONS FOR PAYMENT, and 01060 REGULATORY REQUIREMENTS.
- C. FAA General Provisions Section 70-19 ENVIRONMENTAL PROTECTION

1.2 REQUIREMENTS INCLUDED.

- A. Nomenclature and Definitions
- B. Performance Requirements
- C. Schedule and Plan Development

1.3 NOMENCLATURE AND DEFINITIONS

- A. Construction, Demolition Waste (C&D): Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, and demolition. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Land-clearing Waste (L): Includes any waste generated by the removal of debris, logs, trees, brush or demolition material from any site in preparation for land improvement or construction projects.
- C. Construction, Demolition and Land-clearing Waste (CD&L): Includes both of the above.
- D. Salvage: Recovery of materials for on-site reuse, or offsite sale or donation to a third party.
- E. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site.
- F. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- G. Source-Separated CD&L Recycling: The process of separating recyclable materials in separate containers as they are generated on the job site. The separated materials are hauled directly to a recycling facility or transfer station.
- H. Co-mingled CD&L Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- I. Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CD&L waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to

recover recyclable materials. Co-mingled containers are to be taken to a material recovery facility with at least a 50% co-mingled recycling rate.

1.4 PERFORMANCE REQUIREMENTS

- A. Practice efficient waste management in the handling of materials for the duration of the project. Use all reasonable means to divert construction and demolition waste from landfills and incinerators.
- B. General: Material from demolition projects shall be recycled or reused whenever practicable. In order to do so, materials shall be removed/excavated in a manner that supports potential reuse or recycling. The Contractor shall divert a minimum of 75% Construction, Demolition and Land-Clearing Waste (CD&L), by weight, from the landfill. Should there be concerns that the diversion target is not feasible the Contractor must express this to the Engineer. The Contractor shall provide written justification for any request to altering the target. Justification may include proof of coordination with a reasonable number of recycling plants stating that they will not accept the material. Diversion may consist of one or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source-Separated CD&L Recycling
 - 4. Co-mingled CD&L Recycling
- C. CD&L waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
 - 1. Asphalt
 - 2. Concrete
 - 3. Electrical equipment including conduit and conductor
 - 4. Metals
 - 5. Woods
 - 6. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard

1.5 SCHEDULE AND PLAN DEVELOPMENT

- A. General: The Contractor shall develop a plan consisting of waste types, estimated quantity by weight, method of disposal, handling and transportation procedures, names of recycling facilities to be utilized, and an organizational chart on who will implement the plan and their responsibilities.
- B. Types and estimated quantities, by weight, of CD&L waste expected to be generated during demolition and construction.
- C. Proposed methods for CD&L waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated.
 - b. Selective salvage as part of demolition contractor's work.
 - c. Reuse of materials on-site or off-site sale or donation to a third party.

- D. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CD&L waste to a recycling facility.
 - b. Contracting with a recycling hauler to haul recyclable CD&L waste to an approved recycling or material recovery facility.
 - c. Processing and reusing materials on-site.
 - d. Self-hauling to a recycling or material recovery facility.
- E. Name of recycling or material recovery facility receiving each of the CD&L wastes.
- F. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PROCUREMENT

To the greatest extent possible include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, and that packaging be taken back for reuse or recycling. Ensure that subcontractors require the same provisions in their purchases.

3.2 COLLECTION

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to local, state, federal regulations.

3.3 DISPOSAL

- A. Contractor shall be responsible for transporting and disposing of materials that cannot be delivered to a source-separated or mixed materials recycling facility to a transfer station or disposal facility that can accept the materials in accordance with state and federal regulations.
- B. Construction or demolition materials with no practical reuse or that cannot be salvaged or recycled shall be disposed of at a landfill or incinerator.

PART 4 – MEASUREMENT AND PAYMENT

- A. The Contractor agrees and acknowledges that diverting Construction Waste from landfills and recycling such material represents a compelling governmental function and that the

Owner has an inherent obligation to improve the environment as well as obligations to other governmental authorities. The Contractor further acknowledges that if the Contractor fails to meet the diversion requirement described below, that the Owner will sustain damages that are difficult to quantify. The Contractor also agrees that the liquidated damages identified in Part 4(B) below will serve as adequate compensation (and not as a penalty) to the Owner for each percentage point below the goal that the Contractor fails to achieve.

- B. Construction Waste Management will not be measured separately for payment, but will be considered included in the overall Contract. No direct payment will be made for this item but shall be considered incidental to the various items of work.

END OF SECTION 017419

SECTION 270000

COMMUNICATIONS GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This section, in conjunction with each specification section outlines the general communications design requirements, administration topics, and installation requirements for Information Technology System (ITS).
- B. Division 27 and applicable to related Specification Sections, includes the project design intent for all network communication cabling and equipment related to the installation of the project IT (Information Technology) & Security systems.
- C. In addition, this section shall address all requirements for submittals, quality assurance, product handling, record documents, project conditions, installation, system performance, demonstrations, testing, and certifications for all scopes of work related to network communication cabling for this project scope of work. Refer to related Division specification sections and all contract drawings for additional requirements.
- D. Related Requirements
 - 1. Project drawings and general provisions of the Contract, including but not limited to all General and Supplementary Conditions, Division 01 Specification Sections, and stipulated Specification Sections shall apply to this and all related Division 27 Specification Sections.
 - 2. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them, including but not limited to the following:
 - a. Related Specification Sections
 - 1) Division 27 Specifications
 - 2) Related Project Specifications - All Applicable Divisions
 - b. Reference Symbols
 - 1) All device symbols are defined by the appropriate symbol schedule on the symbols and abbreviations sheet in the telecommunications systems drawing package. Not all device symbols as indicated may be required for the project.
 - 2) Because of the scale of the drawings, symbols are shown on drawings as close as possible to the mounting location. The Contractor shall coordinate the exact location of all network systems and related components with all related Contract drawings, specifications, and affected trades before the submittal of shop drawings.

1.2 ABBREVIATIONS AND DEFINITIONS

A. Abbreviations

1.	100BASE-FL	100 Mbps data over fiber.
2.	100BASE-T	100 Mbps data over twisted pair cable.
3.	100BASE-TX	100 Mbps data over Category 5 twisted pair or greater.
4.	10BAE-FL	10 Mbps data over fiber.
5.	10BASE2	10 Mbps data over coaxial cable.
6.	10BASE-T	10 Mbps data over twisted pair cable.
7.	10GBASE-T	10Gbps data over Category 6A/6e twisted pair or greater.
8.	1K-BASE-LX/LH	1Gbps data over 9-micron single-mode fiber.
9.	1K-BASE-T	1Gbps data over Category 5 twisted pair or greater.
10.	1K-BASE-ZX	1Gbps data over 8-micron single mode fiber.
11.	A/V	Audio Visual Systems.
12.	ACR	Attenuation to Crosstalk Ratio.
13.	ADA	Americans with Disabilities Act.
14.	AGC	Automatic Gain Control.
15.	AHJ	Authority Having Jurisdiction.
16.	AIDB	Airport Integrated Data Broker.
17.	AO	Airport Operations.
18.	APC	Angled Physical Contact.
19.	ARC	Aluminum Rigid Conduit
20.	ASIS	ASIS International.
21.	ASTM	American Society for Testing Materials.
22.	ATP	Acceptance Test Plan.
23.	AUI	Attachment Unit Interface.
24.	AWS	Advanced Wireless Service.
25.	BACnet	Building Automation and Control Network.
26.	BAS	Building Automation System.
27.	BCT	Bonding Conductor for Telecommunications
28.	BDA	Bi-Direction Amplifier.
29.	BIC	Baggage Input Console Device.
30.	BICSI	Building Industry Consultant Services International.
31.	BIDS	Baggage Information Display System.
32.	BRS	Broadband Radio Service.
33.	BTS	Base Transceiver Station.
34.	C/N	Carrier-to-Noise Ratio.
35.	CATV	Community Antenna Television.
36.	CBP	Customs and Border Protection.
37.	CDMA	Code Division Multiple Access.
38.	CEA	Consumer Electronics Association.
39.	CFR	Code of Federal Regulations.
40.	CP	Consolidation Point.
41.	CPU	Central Processing Unit.
42.	CSU	Channel Service Unit.
43.	CUPPS	Common Use Passenger Processing.
44.	CUSS	Common Use Self Service.
45.	CWDM	Coarse Wave Division Multiplexing.
46.	DAQ	Delivered Audio Quality.

47.	DAS	Distributed Antenna System.
48.	Db	Decibel.
49.	DDC	Direct Digital Controller.
50.	DMZ	Demilitarized Zone.
51.	DP	Demarcation Point.
52.	DSS	Dynamic Signage System.
53.	DSU	Data Service Unit.
54.	DWDM	Dense Wave Division Multiplexing.
55.	EBS	Educational Broadband Service.
56.	ECS	Emergency Communications System.
57.	EF	Entrance Facility.
58.	ELFEXT	Equal Level Far End Crosstalk.
59.	EME	Experiential Media Environment.
60.	EMI	Electromagnetic Interference.
61.	EMT	Electrical Metallic Tubing.
62.	ER	Equipment Room.
63.	ESMR	Enhanced Specialized Mobile Radio.
64.	EVAC	Emergency Voice Evacuation System.
65.	EVIDS	Electronic Visual Info Display System.
66.	FAA	Federal Aviation Administration.
67.	FAAP	Remote Fire Alarm Annunciator Panel.
68.	FACP	Fire Alarm Control Panel.
69.	FAS	Fire Alarm System.
70.	FASI	Fire Alarm System Integrator.
71.	FCC	Federal Communications Commission.
72.	FEXT	Far End Crosstalk.
73.	FIDS	Flight Information Display System.
74.	GFCI	Ground Fault Circuit Interrupter.
75.	GIDS	Gate Information Display System.
76.	GIW	Gate Input Workstation.
77.	GRC	Galvanized Rigid Conduit
78.	GPON	Gigabit Passive Optical Networks.
79.	GUI	Graphical User Interface.
80.	HMI	Human/Machine Interface.
81.	HTML	Hypertext Markup Language.
82.	IAMS	Integrated Airport Management System.
83.	IATA	International Air Transport Association.
84.	IBC	International Building Code.
85.	ICT	Information Communications Technology.
86.	iDEN	Integrated Digital Enhanced Network.
87.	IDF	Intermediate Distribution Frame.
88.	IEEE	Inst. of Electrical and Electronics Engineers.
89.	IMC	Intermediate Metal Conduit
90.	IO	I/O Input/Output.
91.	IP	Internet Protocol.
92.	IPTV	Internet Protocol Television.
93.	IR	Infrared.
94.	ISO	International Standards Organization.
95.	ITS	Information Technology System.
96.	ITS	Information Transport Systems.

97.	Lab	Laboratory.
98.	LAN	Local Area Network.
99.	LCD	Liquid Crystal Display.
100.	LED	Light-Emitting Diode.
101.	LMR	Land Mobile Radio.
102.	LTE	Long-Term Evolution.
103.	LV	Low Voltage.
104.	Mbps	Megabits per second.
105.	MDF	Main Distribution Frame.
106.	M-JPEG	Joint Photographic Experts Group.
107.	MPEG	Moving Picture Experts Group.
108.	MTBF	Mean Time Between Failures.
109.	MTER	Main Telecom Equipment Room.
110.	MUFIDS	Multi-User Flight Info Display System.
111.	NEC	National Electric Code.
112.	NEMA	National Elec Manuf. Association.
113.	NEXT	Near-End Crosstalk.
114.	NFPA	National Fire Protection Association.
115.	NIC	Not in Contract.
116.	NMM	Network Management Module.
117.	NMS	Network Management System.
118.	NRTL	Nationally Recognized Testing Laboratory.
119.	NTSC	National Television System Committee.
120.	NVR	Network Video Recorder.
121.	NVW	Network Video Workstation.
122.	OAR	Owner's Authorized Representative.
123.	OLT	Optical Line Terminal.
124.	ONT	Optical Network Terminal.
125.	OSP	Outside Plant Cabling.
126.	OTDR	Optical Time Domain Reflectometer.
127.	PA	Public Address System.
128.	PBB	Primary Bonding Busbar (formerly TMGB)
129.	PCS	Personal Communications System.
130.	POL	Passive Optical Local Area Network.
131.	PON	Passive Optical Network.
132.	POS	Passive Optical Splitter.
133.	POTS	Plain Old Telephone Service.
134.	PSN	Public Safety Network.
135.	PSP	Physical Security Professional.
136.	PSTN	Public Switched Telephone Network.
137.	RBB	Rack Busbar
138.	RCDD	BICSI-accredited Registered Communications Distribution Designer.
139.	RFI	Radio-frequency interference.
140.	RGS	Rigid Galvanized Steel Conduit.
141.	RNC	Rigid Nonmetallic Conduit.
142.	RoF	Radio-over-Fiber.
143.	RoHS	Restriction Of Hazardous Substances.
144.	RS-232	Serial Data Communications Protocol.
145.	RS-485	Multipoint Communications Protocol.
146.	RSL	Received Signal Level.

147.	RSRP	Reference Signal Receive Power.
148.	RSSI	Received Signal Strength Indication.
149.	SBB	Secondary Bonding Busbar (formerly TGB)
150.	SCADA	Supervisory Control and Data Acquisition.
151.	SISO	Single-Input, Single-Output.
152.	SLA	Service Level Agreement.
153.	SMR	Specialized Mobile Radio.
154.	SMS	Security/Short Management System.
155.	SNIR	Signal-to-Noise Interference Ratio.
156.	SNMP	Simple Network Management Protocol.
157.	SOW	Statement of Work or Scope of Work.
158.	STP	Shielded Twisted Pair
159.	TBB	Telecommunications Bonding Backbone
160.	TCP/IP	Internet / Data Protocol.
161.	TGB	Telecommunications Grounding Busbar.
162.	TIA	Telecommunications Industry Association.
163.	TMGB	Telecom Main Grounding Busbar.
164.	TP	Transition Point.
165.	TR	Telecommunications Room.
166.	TSA	Transportation Security Administration.
167.	TSB	Technical Service Bulletin.
168.	TVSS	Transient Voltage Surge Suppressor.
169.	UHD	Ultra High Definition.
170.	UL	Underwriter Laboratories.
171.	UPC	Ultra Physical Contact
172.	UPS	Uninterruptible Power Supply.
173.	UTP	Unshielded Twisted Pair.
174.	VDGS	Visual Docking Guidance System.
175.	VLAN	Virtual Local Area Network.
176.	VoIP	Voice Over IP telephone Network.
177.	VPN	Virtual Private Network.
178.	VSS	Video Surveillance System.
179.	VSWR	Voltage Standing Wave Ratio.
180.	WAN	Wide Area Network.
181.	WAP	Wireless Access Point.
182.	WLAN	Wireless Local Area Network.
183.	WSP	Wireless Service Provider.

B. Definitions

1. Contract Documents: The documents consisting of the Form of Agreement between Authority and Contractor, Conditions of the Contract, (General, Supplementary, and other Conditions), Drawings, Specifications, and all Addenda issued before the execution of the Contract.
2. Contract Drawings: The drawings that form a part of the Contract Documents that provide the graphical representation of the project requirements intended design and/or performance criteria to be delivered by the Contractor.
3. Reference Drawings: A drawing and/or set of drawings produced by a proprietary supplier, manufacturer, subcontractor, or fabricator included in the Contract Documents for informational purposes, providing specific information related to the installation of related

- appurtenances, components, devices, hardware, products, and/or systems. Reference Drawings shall also include any Contract Drawings from prior bid packages that may have pertinent information or require coordination of trades related to this contract.
4. Shop Drawings: A drawing and/or set of drawings produced by the Contractor, supplier, manufacturer, subcontractor, or fabricator as a detailed representation of the proper installation of the related, appurtenance, component, device, hardware, product, and/or system to be delivered in conformance to the requirements of the Contract Documents.
 5. Furnish: Supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
 6. Install: Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at the Project site.
 7. Provide: Furnish and install, complete and ready for the intended use.

1.3 REFERENCE STANDARDS & CODES

- A. The latest published edition of a reference shall apply to this Project unless identified by a specific edition date.
- B. All reference amendments adopted before this Contract's effective date shall apply to this Project.
- C. The publications listed in this section form a part of this specification. The publications are referred to in the text of applicable specifications by the basic designation only.
- D. Specific reference in specifications to codes, rules, regulations, standards, manufacturer's instructions, or requirements of regulatory agencies shall mean a reference to the latest edition of each as adopted by the project's local Authority Having Jurisdiction (AHJ).
- E. It shall be the responsibility of the installation Contractor to verify the applicable code version for all work performed with the AHJ.
- F. Conflicts
 1. Drawings and specifications are to be used in conjunction with one another and to supplement one another. In general, the specifications determine the nature and quality of the materials and tests and give characteristics of performance that should be adhered to in the installation of the communications system components, the drawings establish the quantities and details of installation.
 2. If there is an apparent conflict between the drawings and specifications, or between specification sections, the items with the greater quantity or quality shall be estimated and installed.
 3. Clarification with the Owner and/or Owner's Representative about these items shall be made before ordering and installation of components.
- G. All materials, installation, and workmanship shall comply with the most recently approved applicable reference standards and codes addressed within each specification document.
 1. The latest edition of all listed standards is current as of the date that the work is advertised for bids.
 2. The latest edition of the codes as approved and adopted by the AHJ as of the date that the work is advertised for bids, shall apply to the work under the Contract Documents.

H. Codes and Regulations

1. Where the contract drawings and specifications mandate a greater requirement or performance than those specified by any of the below-referenced codes and standards, the Contract Documents shall then be the governing requirements for this project. The minimum codes and standards to be applied for this project shall be the following: (Note: Reference Division One for specific code versions governing the work in addition to the information noted below.)
 - a. National Fire Protection Association (NFPA)
 - 1) NFPA-70 - National Electrical Code (NEC)
 - 2) NFPA-75 - Standard for the Protection of Information Technology Equipment
 - 3) NFPA 76 - Standard for the Fire Protection of Telecommunications Facilities
 - 4) NFPA-101 - Life Safety Code
 - 5) NFPA 297 - Guide on Principles and Practices for Communications Systems
 - b. American National Standards Institute (ANSI) / Telecommunications Industry Association (TIA)
 - 1) ANSI/TIA-455-61 FOTP-61 - Measurement of Fiber or Cable Attenuation Using an OTDR
 - 2) ANSI/TIA-455-78 FOTP-78 / IEC 60793 Optical Fibers Part 1-40 - Measurement Methods and Test Procedures, Attenuation
 - 3) ANSI/TIA-526-7 - Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant (Method A)
 - 4) ANSI/TIA-526-14-C - Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant
 - 5) ANSI/TIA-568-D.0 - Generic Telecommunications Cabling for Customer Premises
 - 6) ANSI/TIA-568-D.1 - Commercial Building Telecommunication Standard
 - 7) ANSI/TIA-568-D.2 - Balanced Twisted-Pair Telecommunication Cabling and Components Standard
 - 8) ANSI/TIA-568-D.3 - Optical Fiber Cabling Components
 - 9) ANSI/TIA-569-D - Telecommunications Pathways and Spaces
 - 10) ANSI/TIA-606-B - Administration Standard for Telecommunications Infrastructure
 - 11) ANSI/TIA-607-C - Commercial Building Grounding and Bonding Requirements for Telecommunications
 - 12) ANSI/TIA-758-B - Customer Owned Outside-Plant Telecommunications Infrastructure Standard
 - 13) ANSI/TIA IS-811 - Telephone Terminal Equipment, Performance, and Interoperability for VoIP Feature Telephones
 - 14) ANSI/TIA-854 - Full Duplex Ethernet Specification for 1000Mbps Operating Over Category 6 Balanced Twisted Pair Cabling
 - 15) ANSI/TIA-862-A - Building Automation Systems Cabling
 - 16) ANSI/TIA-1005-A - Telecommunications Infrastructure Standard for Industrial Premises
 - 17) ANSI/TIA-1152 - Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

- 18) ANSI/TIA-1183 - Measurement Methods and Test Fixtures for Balun-Less Measurements of Balanced Components and Systems
- c. International Telecommunication Union
 - 1) ITU-T G.984 - Gigabit Passive Optical Networks (GPON)
 - 2) ITU-T G.987 - 10-Gigabit Capable Passive Optical Network (XG-PON)
- d. Americans With Disabilities Act (ADA) 2014 ADAAG
- e. Underwriters Laboratories, Inc.
 - 1) UL 486A - Wire connectors and soldering lugs for use with copper conductors.
 - 2) UL 1449 - Transient Voltage Surge Suppressors.
 - 3) UL 1581 - Standard for Electrical Wires, Cables, and Flexible Cords.
 - 4) UL 1666 - Standard for Test for Flame Propagation Height of Electrical and Optical-Fiber Cables Installed Vertically in Shafts.
 - 5) UL 478 - Standard for Electronic Data-Processing Units and Systems.
 - 6) UL 83 - Thermoplastic-Insulated Wires and Cables.
 - 7) UL 910 - Test Method for Fire and Smoke Characteristics of Cables Used in Air-Handling Spaces. Provide products that are UL-listed and labeled.
 - 8) UL 969 - Standard for Marketing and Labeling.
 - 9) UL Certified - UL's LAN Cable Certification Program.
- f. International Code Council
- g. Institute of Electrical and Electronic Engineers (IEEE)
 - 1) IEEE 802.1 Bridging and Management
 - 2) IEEE 802.3 Standard for Ethernet (2012 with published amendments)
 - 3) IEEE 802.11 Wireless LANs
- h. NEMA/ICEA Compliance
 - 1) WC-5 - Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
 - 2) WC30 - Color Coding of Wires and Cables, about control and signal transmission media.
- i. Internet Networking Standards: Network hardware and software shall be able to communicate with the Internet and provide for the creation of IP-based networks for the Agency. All supplied hardware shall comply with the following minimum standards and RFCs as appropriate.
 - 1) RFC 950 - Internet Standard Sub-Netting Procedure
 - 2) RFC 1140 - Official Protocol Standards
 - 3) RFC 1156 - MIB Base for IP Networks
 - 4) RFC-1213 - MIB-II
 - 5) RFC-1757 - Remote Monitoring (RMON)
 - 6) RFC 1157 - Simple Network Management Protocol
 - 7) RFC 1720 - TCP/IP, OSI Compliant
 - 8) RFC 1918 - Address Allocation for Private Subnets

- 9) RFC 1583 - OSPF, Version II
- 10) RFC 1723 - RIP -II
- j. ASTM Compliance: Comply with applicable requirements of D-2219 and D-2220.
- k. Building Industry Consulting Service International (BICSI).
 - 1) ANSI/BICSI-002, Data Center Design Standard and Recommended Practices
 - 2) Electronic Safety and Security Design Reference Manual (ESSDRM)
 - 3) Information Technology Systems Installation Manual (ITSIMM)
 - 4) Outside Plant Design Reference Manual (OSPDRM)
 - 5) Telecommunications Distribution Methods Manual (TDMM)
- l. Safety Code for Elevators and Escalators – American Society of Mechanical Engineers (ASME 17.1).
- m. Federal Communications Commission
 - 1) FCC Regulations Part 15 Title 47.
 - 2) FCC: Federal Communication Commission Part 68 as modified by Wiring Docket 88-57.

1.4 GENERAL REQUIREMENTS

A. The Contractor shall:

- 1. Comply with all Master Specifications documents and requirements for a complete and functioning project installation.
- 2. It shall be the responsibility of the Division 27 Contractor to coordinate with Division 26, 28 and other trades to ensure pathways and all infrastructure are installed to comply with all specifications and contract documents.
- 3. Verify conduit routing does not cause cabling to exceed the specified electrical length, pulling tension, bend radius, or bend quantity.
- 4. Verify Bonding and grounding from ground bar in the data center to Grounding Electrode System provided by Division 26 Contractor meets Division 27 specifications.
- 5. Provide a complete and fully functional installation as described hereafter that includes, but is not limited to, supplying, installing, labeling, and testing of fiber and copper riser and backbone cable; fiber and copper horizontal cabling, cable connectors, communications outlets, and terminations, and equipment racks/cabinets for networking hardware, patch panels, and patch cords as required to provide a complete and functioning system.
- 6. Cable pathways and runs to individual outlets are not shown in their entirety but shall be provided as if shown in their entirety.
- 7. Follow industry standard installation procedures for cable communications to assure that the mechanical and electrical transmission characteristics of the installed cable plant and equipment are maintained.
- 8. Verify or provide and install UL-listed fire-stopping systems in all communication pass-throughs, conduits, and cable trays, used in ceiling, wall, and floor penetrations in coordination with General Contractor.
- 9. Provide Submittals before the commencement of work as outlined later in this specification.

10. Conduct a final document handover meeting with the client, consultant, and PM to review, discuss and educate the Owner on the test results and As-Built Drawings.
11. Provide a Manufacturer's Product Warranty and System Assurance Warranty for this structured cabling system.

1.5 MEASUREMENT PROCEDURES

A. The Contractor shall:

1. Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements and scale on shop drawings.
2. Coordinate fabrication schedule with construction progress to avoid delaying the project.
3. Where field measurements cannot be made without delaying the project, establish dimensions and coordinate with the General Contractor, and when approved, proceed with fabricating units without field measurements.
4. Coordinate supports, adjacent construction, and fixture locations to ensure actual dimensions correspond to established dimensions.
5. Immediately notify the Project Team of any discrepancies before and during construction.

1.6 ALTERNATES

- A. If an alternate material is proposed that is equal to or exceeds specified requirements, the Contractor shall provide manufacturers' specifications in writing for Owner approval before purchase and installation.
- B. Substitutions of material by the Contractor shall be in writing complete with written manufacturers' specifications. The material substituted shall not void, alter, or change the manufacturers' structured cabling system warranty.

1.7 SUBSTITUTION PROCEDURES

- A. Substitution may be considered when a product becomes unavailable through no fault of the Contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Include in each request for substitution:
 1. Product identification, manufacturer's name, and address.
 2. Product Data, such as description, performance and test data, reference standards, finishes, and colors.
 3. Samples / Finishes.
 4. Complete and accurate drawings indicating construction revisions required (if any) to accommodate substitutions.
 5. Data relating to changes required in the construction schedule.
 6. Cost comparison between specified and proposed substitution.
 7. Product specification cut sheets.

- C. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request, or when acceptance will require revision of the Contract Documents.
- D. The Owner will be the final judge of acceptability, with review by the Owner's Representative and the distribution of the acceptance by the Architect. No substitute shall be ordered, installed, or utilized without the Architect's prior written verification of acceptance from the Owner.

1.8 SUBMITTALS

- A. The Contractor shall:
 - 1. Submit a minimum of four (4) weeks before the commencement of any work, all shop drawings, product data, or samples for approval by the Owner's Representative. Such work shall be in accordance with the requirements of all specification sections related to the work.
 - a. Shop drawings as required by the Owner or as a minimum to include an electronic set of plan view and elevations of all work to be installed. The Contractor shall make any corrections required by the Owner or the Owner's representative or consultant team, file corrected copies and furnish such other copies as may be needed.
 - b. The consultant's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Architect's attention to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules.
 - 2. Not perform any portion of the work that would disqualify any part or all the ITS installation from the Manufacturer's warranty qualification.
- B. The contractor shall conduct extensive field investigations to document the existing conditions and draft a phasing plan including network outages and contingency plans and submit for review and approval by owner and engineer a phasing plan for the relocation and installation of fiber optic backbone cables, patch panels, server racks, existing servers and network devices.
- C. The Contractor shall provide the appropriate documentation from the certifying manufacturer showing the project is registered and qualified for the System Assurance Warranty. All subsequent work shall be in accordance with approved submittals.
- D. The Contractor's BICSI Registered Communications Distribution Designer (RCDD) supervisor shall review, approve, and stamp all documents before submitting them. The Contractor's RCDD shall warrant in writing that 100% of the installation meets the requirements specified herein upon completion of all work.
- E. Product Certificates shall be signed by manufacturers of cables, connectors, and terminal equipment certifying that products furnished comply with requirements.
- F. The contractor shall submit the required Field Test Reports in the format and media specified, upon completion of testing the installed system.

G. Shop Drawings

1. The Contractor shall:
 - a. Submit catalog cut sheets that include the manufacturer, trade name, and complete model number for each product specified. The model number shall be marked with an arrow, highlighted, or underlined to indicate the exact selection.
 - b. Identify applicable specification section references for each product performance for each component specified for approval before purchase and installation.
 - c. Submit for approval diagrams showing room layouts, rack layouts (including elevations), riser layouts, etc.
 - d. Submit a sample floor plan demonstrating outlet administration, clearly identifying each outlet with correct nomenclature, and legibly located on the drawing.

H. Qualifications

1. The Contractor shall provide the appropriate documentation to comply with the requirements described in the Quality Assurance section, included with, and at the time of bid submittal.

I. Closeout Submittals (As-built Drawings)

1. As-Built drawings are to be supplied to the Architect to prepare the Record Drawings.
2. As-Built drawings shall be in AutoCAD or Revit format, the same version as used by Architect and consultant. The dimensions and scale of the drawing sheets submitted shall match the size of the drawing used for the contract documents and shall include the cable numbers labeled in accordance with this document.
3. Utilize industry-recognized drafting procedures that match Architect and consultant guidelines, methodology, and symbols.
4. The As-Built drawings shall incorporate all changes made to the building identified in, but not limited to, addendum, change notices, site instructions, or deviations resulting from site conditions.
5. Contractor shall:
 - a. Clearly identify any resubmitted drawing sheets, documents, or cut sheets either by using color to highlight or cloud around resubmitted information.
 - b. Maintain drawing numbering and graphic symbol consistency as per drawings issued by Architect.
6. Provide a dimensioned plan and elevation views of networking components, showing:
 - a. All communications data/voice outlet locations are complete with outlet/cable labeling.
 - b. Cable routing paths of communications cables to identified infrastructure pathways.
 - c. All rack and cabinet locations and labeling thereof.
 - d. Standard or typical installation details of installations unique to the Owner's requirements.

1.9 QUALITY ASSURANCE

A. Regulatory Requirements

1. The Contractor shall supply all city, county, and state communication cabling permits required by the appropriate governing agency.
2. The contractor shall be state-licensed and/or bonded as required for communications/low voltage cabling systems.

B. Certifications

1. Contractor shall submit an up-to-date and valid certification verifying the qualifications of the Contractor and installers to perform the work specified herein at the time of bid submission.
2. The Contractor shall have a complete working knowledge of low voltage cabling applications such as, but not limited to data, voice, and video network systems.
3. The contracting firm shall have installed similar-sized systems on at least five (5) other projects in the last ten (10) years before this bid and be regularly engaged in the business of installation of the types of systems specified in this document. Certification shall include, but not be limited to, items such as name and location of project contacts and numbers, total square footage, total number of cables/drops, types of media, etc.
4. Contractors shall provide certificates for the appropriate insurance coverage as defined in contract documents.
5. All installation personnel that will be assigned to this project shall be listed in the qualification questionnaire document. 25% shall have a minimum of three (3) years of experience in the installation of the types of systems, equipment, and cables specified in this document before this bid. Any personnel substitutions shall be noted in writing to the Owner before the commencement of work.
6. Contractor shall provide a registered BICSI Technician who shall act as the on-site Foreman throughout the duration of the project.
7. The contractor shall submit evidence of compliance with these requirements before beginning work on the project.
8. Cabling installers shall be trained and certified by the connectivity/cable manufacturer for communication cabling installations and maintenance of said materials. Refer also to General Conditions.

C. Products/Systems

1. Provide fire-stopping systems that comply with the following requirements:
 - a. Firestopping tests are performed by a qualified testing and inspection agency. A qualified testing and inspection agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 - b. Firestopping products bear the classification marking of qualified testing and inspection agency.
 - c. Installer should have experience in performing work of this section who is qualified by the fire-stopping manufacturer as having been provided the necessary training to install firestop products in accordance with specified requirements.

1.10 ADMINISTRATIVE REQUIREMENTS AND COORDINATION

A. The Contractor shall:

1. Provide a specified contact person (name and contact number) for coordination to attend project meetings with the communication consultant, the Owner, and others.
2. Install and coordinate the communications cabling work in cooperation with other trades installing interrelated work. Before installation, make proper provisions to avoid interference in a manner accepted by the A/E. Any repairs or changes made necessary in the contract work, caused by the Contractors' neglect, shall be made by the Contractor at their own expense.
3. Coordinate work of this section with Owner's telephone system specifications, workstations, equipment suppliers, and installers.
4. Coordinate installation work with other crafts (examples include ceiling grid Contractors, HVAC, sheet metal Contractors, etc.) to resolve procedures and installation placement for cable trays and cable bundle pathways. The goal of this coordination will be to establish priority pathways for critical structured cabling infrastructure, materials, and associated hardware, as well as mitigate delays to the project and allow service access for communications and HVAC components. Damage by the Contractor to the craftwork of others will be remedied at the Contractor's expense promptly.
5. Exchange information and agree on details of equipment arrangements and installation interfaces. Record agreements reached in meetings and distribute records to other participants, Owner, and communication consultant.
6. Adjust the arrangement and locations of distribution frames, patch panels, and cross-connect blocks in equipment rooms and racks to accommodate and optimize the arrangement and space requirements of any service provider equipment, telephone system, and LAN equipment. Tasks shall be coordinated with the Owner or his representative, and other trades' installation representatives.
7. Where installed, confirm exact locations and method of mounting outlets in modular furniture. Follow furniture manufacturers' written instructions for installing cables and devices in modular partitions. Obtain modular furniture and power pole locations from the General Contractor. Cabling locations noted in plans along walls or in floors for modular furniture are approximate and will have to be determined by the Contractor at the time of installation. Field condition adjustments for installation shall be made and coordination efforts with the electrical Contractor for the pathway must take place early in the project to comply with the maximum 40% conduit fill ratio requirements.

B. Pre-Installation Meetings

1. Contractor shall:
 - a. Attend and/or arrange a scheduled pre-installation conference before beginning any work on this section.
 - b. Agenda: This venue is to ask and clarify questions in writing related to work to be performed, scheduling, coordination, etc. with the consultant and/or project manager/Owner representative.
 - c. Attendance: Communications project manager/supervisor shall attend meetings arranged by the design team, owner, and other parties affected by the work of this document.
 - d. All individuals who will supervise the installation of communication cables and equipment on-site, including project managers and lead installers, shall be required

to attend the pre-installation conference. Individuals who do not attend the conference will not be permitted to supervise the installation of communications cables on the project.

C. Post-Installation Meetings

1. At the time of substantial completion, or shortly thereafter, the Contractor shall call and arrange for a post-installation meeting to present and review all submittal documents including, but not limited to as-built drawings, test reports, warranty documentation, etc. Attendees shall be Owner staff, Owner's Representative, General Contractor, and others that the General Contractor deems appropriate.
2. At this meeting, the Contractor shall present and explain all documentation and ask for feedback on its completeness. Any discrepancies or deviations noted by and agreed to by participants shall be remedied by the Contractor and resubmitted within one (1) week of the meeting.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Equipment shall be delivered to the job site in original packages with intact labels and identification marked. The equipment shall be made available for inventory by the owner's representative should they choose when delivered to the site. Equipment and components shall be protected from the weather, humidity, temperature variations, dirt, dust, or other containments always. Equipment experiencing damage before initial installation shall be replaced at no cost to the Owner.
- B. Existing equipment removed as part of the project shall be labeled, inventoried, and protected from weather, humidity, and temperature variation and in a secure location identified by the owner. All equipment shall be stored by this specification until the owner takes possession.
- C. Coordination with delivery companies, drivers, site address, and contact person(s) shall be the responsibility of the Contractor.
- D. Contractor Shall:
 1. Be responsible for prompt material deliveries to meet the contracted completion date.
 2. Coordinate deliveries and submittals with the General Contractor to ensure a timely installation.
 3. No equipment or materials shall be delivered to the job site more than three weeks before the commencement of its installation.
 4. Equipment shall be delivered in original packages with intact labels and identification marked.
 5. Equipment shall not be damaged in any way and shall comply with the manufacturer's operating specifications.
 6. Equipment and components shall be protected from weather, humidity, temperature variations, dirt, dust, or other contaminants. Equipment damaged before system acceptance shall be replaced at no cost to the Owner.
 7. The contractor shall be responsible for all handling and control of equipment. The contractor is liable for any material loss due to delivery and storage problems.

- E. The owner/General Contractor shall supply a list of security requirements for the contractor to follow.

1.12 PROJECT/SITE CONDITIONS

- A. For all environmental recommendations, refer to the master Architectural section.
- B. For all security recommendations, refer to related Division 01.
- C. After completing system installation, including outlet fittings and devices, inspect the exposed finish. The Contractor will remove burrs, dirt, and construction debris. If applicable, the Contractor will repair damaged finishes, including chips, scratches, and abrasions.
- D. The Contractor shall provide daily a clean work environment, free from dust, and trash/rubbish accumulated during and after cabling installation.
- E. Communication spaces shall always be maintained in a dust/debris-free manner.
- F. The Contractor shall keep all liquids (drinks, sodas, etc.) off finished floors, carpets, and tiles. If any liquid or other detriment (cuts, soils, stains, etc.) damages the above finishes, the Contractor shall provide professional services to clean or repair scratched/soiled finishes, at Contractor's expense.
- G. The Contractor shall coordinate the construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- H. Contractor shall coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- I. The Contractor shall schedule installation of fire stopping after completion of penetrating item installation but before covering or concealing openings.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Comply with specifications for each specific Division 27 section for acceptable products.
- B. All materials shall be UL and/or ETL listed and labeled by NFPA 70 for all products where labeling service normally applies.
- C. Materials and equipment requiring UL 94, 149, or 1863 listing shall be so labeled. Modification of products that nullify UL labels is not permitted.
- D. The installed systems shall not generate nor be susceptible to any harmful electromagnetic emission, radiation, or induction that degrades or obstructs any equipment.

- E. All material and equipment as provided should be the standard Commercial-Off-The-Shelf (COTS) products of a manufacturer engaged in the manufacturing of such products. All shall be typical commercial designs that comply with the requirements specified. All materials and equipment shall be readily available through manufacturers and/or distributors.
- F. Coordinate the features of materials and equipment so they form an integrated system. Match components and interconnections for optimum future performance and backward compatibility.
- G. Expansion Capability
 - 1. Unless otherwise indicated, provide spare positions in patch panels, cross connects, and terminal strips, and space in cable pathways and backboard layouts to accommodate a 20% future increase in campus distribution and active workstations.
- H. Backward Compatibility
 - 1. The provided solution shall be backward compatible with lower category ratings such that if higher category components are used with lower category components, the basic link and channel measures shall meet or exceed the lower channel's specified parameters.
- I. Component Compliance
 - 1. The provided solution's components shall each meet the minimum transmission specifications listed herein such that no individual component will be less than specifications for permanent link and channel, even though tests for link and channel meet required specifications.
- J. In the event of a breach of the representations and warranties contained herein, the Contractor, at their own expense, shall take all measures necessary to make the cabling system work and comply with the applicable manufacturer's written technical recommendations and standards.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field Measurements
 - 1. Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.
- B. Established Dimensions
 - 1. Where field measurements cannot be made without delaying the work, establish dimensions and proceed with fabricating units without field measurements. Coordinate supports, adjacent construction, and fixture locations to ensure actual dimensions correspond to established dimensions.

3.2 PREPARATION

- A. Contractor's RCDD Project Manager shall review, approve, and stamp all shop drawings, coordination drawings As-Built Drawings, and submittal documents.
- B. Pre-installation Inspection
 - 1. The Contractor shall visually inspect all cables, cable reels, and shipping cartons to detect cable damage incurred during shipping and transport. Visibly damaged goods are not acceptable and shall be replaced by the Contractor at no additional cost to the Owner.

3.3 INSTALLATION

- A. General
 - 1. Contractor shall install work following specifications, drawings, manufacturer's instructions, and approved submittal data.
 - 2. Allowable Cable Bend Radius and Pull Tension.
 - a. In general, communications cables cannot tolerate sharp bends or excessive pull tension during installation. Refer to the cable manufacturer's bend radius recommendations for the maximum allowable limits.
 - b. After installation, exposed cable and other surfaces must be cleaned free of lubricant residue. Use only lubricants specifically designed for high-performance cable installation.
- B. Cable Bundles
 - 1. Bundling of cables is to be avoided; where bundling is necessary bundles shall be limited to no more than twenty-four (24) cables.
 - 2. Allow cables to lay naturally in cable trays and runways whenever possible.
 - 3. Cables shall be neatly dressed from the point of emergence from vertical cable managers to the point of termination.
- C. Pull Strings
 - 1. Horizontal Cable
 - a. Provide pull strings in all new conduits, including all conduits with cable installed as part of this contract.
 - b. Pull string shall have a rated average breaking strength of 200 pounds.
 - c. Data and video cables can be pulled in tandem with pull strings. During pulling sessions, pull strings must move freely to prevent cable jacket/cable damage.
- D. Conduit Fill
 - 1. Reference the manufacturer's Design Installation Guidelines manual.
 - 2. Comply with all applicable Listed Firestop Assembly requirements.

E. Firestop Procedures

1. Install and seal penetrations (conduit, sleeves, slots, chases) into or through fire-rated barriers created by or made for or on behalf of the Contractor to prevent the passage of smoke, fire, toxic gas, or water through the penetrations.
2. All-through penetrations in a fire-rated surface require a sleeve, regardless of penetration diameter or penetrating cable count.
3. Provide listed fire-resistant materials to restore originally designed fire ratings to all wall, floor, and ceiling penetrations used in the distribution and installation of communications cabling systems. Coordinate fire-stopping procedures and materials with General Contractor. Following the pathway of others through compliant and non-compliant penetrations does not remove the requirement to maintain code-compliant fire stopping.
4. Provide and install intumescent systems in floor chases in an approved fashion in all openings.
5. Shall supply the Owner with training manuals with instructions on methods of adding or removing cabling to/from fire-stopped sleeves and chases.
6. Provide the manufacturer's UL Listed Assembly Sheet for rated protection for all fire barrier penetrations.
7. Shall laminate and permanently affix adjacent to chase the following information:
 - a. Manufacturer of firestop systems.
 - b. Date of installation/repair.
 - c. Listed Assembly number of system.
8. Solutions and shop drawings/submittals for firestop materials and systems shall be presented to the General Contractor for written approval of materials/systems before purchase and installation.
9. Materials shall be installed per manufacturer instructions, be UL-listed for intended use, and meet NEC and local codes for fire-stopping measures.
10. The material chosen shall be distinctively colored to be distinguishable from other materials, adhere to itself, and maintain the characteristics for which it is designed to allow for the removal and/or addition of communication cables without the necessity of drilling holes in the material.
11. Closeout documentation shall include digital photographs of all firestops related to communication cables.

F. Labeling

1. Cable Labels
 - a. Self-adhesive vinyl or vinyl-cloth wraparound tape markers, machine printed with alphanumeric cable designations.
2. Flat-surface labels
 - a. Self-adhesive vinyl or vinyl-cloth labels, machine printed with alphanumeric cable designations.
3. Contractor shall:
 - a. Coordinate with the Owner the correct nomenclature for all labeling.

- b. Provide and install transparent plastic label holders, and 4-pair marked colored labels, according to the type of field as per ANSI/TIA-606-B color code designations.
- c. Use the ANSI/TIA-606 designation strip color-code guidelines for voice, data, cross-connect, riser, and backbone fields.

G. Site Tests

- 1. Upon completion of the communications infrastructure systems, including all pathways and bonding, the Contractor shall test the system.
 - a. Cables and termination modules/connectors shall be affixed, mounted, or installed to the designed/specified permanent location before testing. Any removal and reinstallation of any component in the circuit shall require retesting of that circuit.
- 2. The Contractor shall verify that the requirements of the specifications are fully met through testing with an approved tester (rated for testing the cable type in use), and documentation as specified below. This includes confirmation of requirements by demonstration, testing, and inspection.
- 3. Notification of the likelihood of a cable exceeding standardized lengths must be made before installation of the cable. Without the Contractor's prior written notice and written approval by the Owner, testing that shows some or all pairs of cable not meeting specifications shall be replaced at Contractor's expense (including respective connectors).
- 4. With the Owner's written approval, the over-length cable(s) may be excluded from requirements to pass standardized tests and shall be explicitly identified.
- 5. Testing is still required for non-compliant cabling. The tests shall be for wire mapping, opens, cable-pair shorts, and shorts-to-ground. The test results must be within acceptable tolerances and shall be submitted with the Owner's acceptance document.

3.4 RE-INSTALLATION

- A. No additional burden to the Owner regarding costs, network downtime, and/or end-user interruption shall result from the re-installation of specified components. Scheduling for re-installation work shall be coordinated, in writing, with the Owner's Representative before beginning the work.

3.5 CLEANING

- A. Work areas will be kept in a "broom clean" condition throughout the duration of the installation process.
- B. Remove all unnecessary tools and equipment, unused materials, packing materials, and debris from each area where Work has been completed unless designated for storage.
- C. The Contractor will damp clean all surfaces before final acceptance by the Owner.

3.6 ACCEPTANCE

- A. Once all work has been completed, test documentation has been submitted, and the Owner is satisfied that all work is by contract documents, the Owner shall notify the Contractor in writing of formal acceptance of the system.
- B. Acceptance shall be subject to completion of all work, successful post-installation testing which yields a 100% PASS rating, and receipt of full documentation of soft and hard copies as described herein.

3.7 CLOSEOUT ACTIVITIES

- A. Contractor shall provide documentation of all communications system components under this section utilized throughout the site for review and reference by the Owner's Representative and A/E team.
- B. Contractor to submit all as-built drawings and test documentation required before acceptance by Owner's Representative.
- C. Issues and deficiencies identified in field reports and punch lists shall have been resolved. Final as-built drawings shall have been submitted, reviewed, and found to meet the requirements of the specifications.
- D. The Contractor shall provide written notice of substantial completion of the telecom infrastructure. Upon receipt, the Owner's Representative will review/observe the completed installation. Once the Owner's Representative is satisfied that all work is by the Contract Documents, the Contractor will be notified in writing.

END OF SECTION 270000

SECTION 270505

SELECTIVE TELECOMMUNICATIONS DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Project drawings and general provisions of the Contract, including but not limited to all; General and Supplementary Conditions, Division 01 Specification Sections, and stipulated Specification Sections shall apply to this and all related Division 27 Specification Sections.
- B. Related Specification Sections:
 - 1. Division 01 Specifications.
 - 2. Division 27 Specifications.
 - 3. Related Project Specifications -All Applicable Divisions.

1.2 DESCRIPTION

- A. This contract shall include the task of selective demolition of existing IT infrastructure in spaces defined for the project. This section specifies the requirement to identify, decommission, remove, dispose of, and reconfigure circuits/signaling as required to support phasing, temporary operations locations, and facility demolition.
- B. Switches are to be removed once new switches are procured, programmed, staged, and ready for implementation.
- C. Patch cords shall be re-used in each telecommunications room. The contractor shall confirm in advance areas where new patch cords may be required to support the switch replacement.

1.3 SECTION INCLUDES

- A. Section Includes:
 - 1. Demolition and removal of selected ethernet switches and associated patch cords as outlined in the construction drawings.
 - 2. Demolition, temporary removal, relocation, or reconfiguration of selected site elements and/or Information Technology (IT), Security, or other Special Systems or infrastructure.
 - 3. Salvage of existing items to be reused or recycled.

1.4 REFERENCE STANDARDS AND CODES

- A. Refer to Section 270000 “Communications General Requirements” for a list of Reference Standards, Codes, and Documents.

B. Definitions

1. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
3. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
4. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

1.5 SCOPE

- A. The Contractor shall include in the Bid all labor, materials, tools, transportation, storage costs, equipment, insurance, temporary protection, permits, inspections, taxes, and all necessary and related items required to provide complete demolition and cutover of existing telecommunication systems shown and described in the Specifications.
- B. The Contractor is responsible for providing and coordinating phased activities and construction methods that minimize disruption to operations of the existing systems. Equipment and devices shall not be removed or reconfigured until removal or reconfiguration has been coordinated with the Owner.
- C. The Contractor shall coordinate interfaces to existing systems that are being demolished to minimize disruption to the operations of the existing systems. Any systems outages shall be approved in advance and scheduled with the Owner. The minimum required notification to the Owner is thirty (30) days. The shutdown of ACAMS may require sixty (60) days' notification depending on the situation to be coordinated with Owner.
- D. The Contractor shall coordinate specialty electronic, ACAMS, IT data networks, common use, flight information systems, displays, video surveillance, public address, and any other IT infrastructure systems.
- E. The scope for selective demolition of IT and Security systems includes all pathways, cable plant, terminations, and equipment discovered in harm's way of the project demolition planning, including both active communication cabling and cabling determined to be abandoned from previous use. IT and Security devices and cabling found to be active shall be reconfigured to support intended use via re-routing and/or removed and replaced with temporary and new permanent construction.
- F. No Equipment, pathways, or cabling shall be removed or decommissioned before approval by the Owner, and a workaround has been designed, scheduled, and classified as direct demolition and or required workaround for temporary or new space support of system operations.
- G. It shall be the responsibility of the Contractor to furnish and install all necessary cabling, conduits/raceways, cable terminations, controls, systems, materials, devices, components, electrical power, equipment racks/cabinets, and software as well as all appurtenances, programming, commissioning, and testing necessary to deliver a phased and or final new build of systems impacted by demolition as indicated by the contract documents.

- H. Tracing pathways and cables
 - 1. Identify and tag all pathways and cabling impacted by space demolition.
 - 2. Provide temporary and permanent pathways, cabling, and equipment mounting/attachments as required to maintain operations.
 - 3. Schedule and coordinate cutovers, decommissioning, and commissioning of systems with various Owners.

1.6 MATERIAL OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes the property of the Contractor.

1.7 FIELD/SITE CONDITIONS

- A. The Owner will occupy portions of the building immediately adjacent to the selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Field verifies the existing conditions, and device equipment locations to determine the extent of the demolition required. Notify the Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials (It is not expected that hazardous materials will be encountered in the Work).
 - 1. If suspected hazardous materials are encountered, do not disturb them; immediately notify the Engineer.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service
 - 1. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL – SELECTIVE DEMOLITION

- A. Demolition and construction methods shall conform to the Owner's requirements and all applicable building codes.
- B. Demolish and remove existing construction to the extent required by new construction and as indicated. Use methods required to complete the Work within the limitations of governing regulations and as follows:
 - 1. Remove all abandoned cables from origin to destination.

2. Neatly cut openings and holes plumb, square, and true to the dimensions required. Use cutting methods is least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering, and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until the work area is cleared of flammable materials. Concealed spaces, such as duct and pipe interiors, verify the condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and/or portable fire suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of them off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

C. Removed and Salvaged Items

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify the contents of containers.
3. Store items in a secure area until delivery to the Owner.
4. Transport items to Owner's designated storage area. Coordinate delivery of equipment with General Contractor, Owner, or Owner's Representative seven (7) days before delivery.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify the contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in the locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, support, and miscellaneous materials necessary to make the item functional for the use indicated.
5. Perform testing on reinstalled active systems and get sign-off by an Owner approved inspector that systems are re-connected and working properly.

E. Existing Items to Remain

1. Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.2 EXAMINATION

- A. Verify that utilities have been disconnected and capped per Owner approved procedures before starting selective demolition operations.

- B. Survey the existing condition of all IT-related conduits and cables from origin to destination and correlate with requirements indicated to determine the extent of selective demolition required.
- C. Label all conduits and cables with origin, destination, and what system they serve.
- D. Consult with the Owner to determine whether systems can be disabled or whether a new parallel system needs to be installed.

3.3 UTILITY SERVICES

- A. Existing Services/Systems to Remain
 - 1. Maintain services/systems indicated to remain and protect them against damage.
 - 2. Comply with requirements for existing services/systems interruptions.
 - 3. When temporary bypass systems are installed, test and get approval from the Engineer before proceeding with the demolition of existing systems.
 - 4. For existing equipment cabinets with active components in them, provide an air-tight dust seal around the cabinet and circulate cooling air with a portable air conditioning unit or other means to ensure equipment does not overheat.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned
 - 1. Locate, identify, disconnect, and seal or cap off indicated utility services serving areas to be selectively demolished.
 - 2. The Owner will arrange to shut off indicated services/systems when requested by the Contractor.
 - 3. Arrange to shut off indicated utilities with utility companies.
 - 4. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass the area of selective demolition and that maintain the continuity of services/systems to other parts of the building.

3.4 PREPARATION

- A. Site Access and Temporary Controls
 - 1. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 2. Comply with requirements for access and protection.
- B. Temporary Facilities
 - 1. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 2. Protect to ensure the safe passage of people around selective demolition areas and to and from occupied portions of the building.
 - 3. Provide temporary weather protection, during the interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

4. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
5. Cover and protect furniture, furnishings, and equipment that have not been removed.
6. Comply with requirements for temporary enclosures, dust control, heating, and cooling.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from the Project site and legally dispose of them in an EPA-approved landfill.
2. Do not allow demolished materials to accumulate on-site.
3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
4. Remove debris from elevated portions of the building by chute, hoist, or another device that will convey debris to grade level in a controlled descent.

B. Burning

1. Do not burn demolished materials.

C. Disposal

1. Transport demolished materials off the Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- B. The contractor shall be required, daily, to dispose of any demolished material not required to be returned to the Owner. All materials shall be transported off the Owner's property at the expense of the Contractor.
- C. At the end of each workday or shift, the Contractor shall be required to clean up the work area and remove all construction debris such that the site is clean and usable without hazards to workers.

END OF SECTION 270505

SECTION 270526

GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.
- C. Refer to ICT Ground Bonding Conductor Size schedule on the contract drawings for required grounding and bonding conductor sizes.

1.2 DESCRIPTION

- A. The work covered by this Specification Section includes all labor necessary to perform and complete such construction, equipment incorporated or to be incorporated in such construction, and all services, facilities, tools, and equipment necessary or used to perform and complete such construction.
- B. This section specifies grounding for communication systems and equipment to protect personnel and provide a reliable signal reference for the telecommunications cabling network.

1.3 SECTION INCLUDES

- A. Grounding conductors.
- B. Grounding connectors.
- C. Grounding busbars.
- D. Grounding labeling.

1.4 REFERENCE STANDARDS AND CODES

- A. Refer to Section 270000 “Communications General Requirements” for a list of Reference Standards, Codes, Documents, Abbreviations and Definitions.
 - 1. Specific standards may be referenced throughout this section.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
 - 1. Installation Supervision: Installation shall be under the direct supervision of ITS Technician, who shall be present at all times when Work of this Section is performed at Project site.
 - 2. Field Inspector: Currently registered by BICSI as a registered communications distribution designer to perform the on-site inspection.

1.7 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing as-built locations of grounding and bonding infrastructure, including the following:
 - 1. BCT, PBB, SBBs, TBBs and routing of their bonding conductors.
- B. Field Quality Control Reports

1.8 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 SYSTEM COMPONENTS

- A. Comply with J-STD-607-D.

2.2 CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Harger Lightning & Grounding.
 - 2. Panduit Corp.
 - 3. Engineer Approved Equal
- B. Comply with UL 486A-486B.

- C. Insulated Conductors: Stranded copper wire, green or green with yellow stripe insulation, insulated for 600 V, and complying with UL 83.
 - 1. Ground wire for custom-length equipment ground jumpers shall be No. 6 AWG, 19-strand, UL-listed, Type THHN wire.
 - 2. Cable Tray Equipment Grounding Wire: No. 6 AWG.
- D. Cable Tray Grounding Jumper:
 - 1. Not smaller than No. 6 AWG and not longer than 12 inches. If jumper is a wire, it shall have a crimped grounding lug with two holes and long barrel for two crimps. If jumper is a flexible braid, it shall have a one-hole ferrule. Attach with grounding screw or connector provided by cable tray manufacturer.
- E. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmils, 14 strands of No. 17 AWG conductor, and 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Tinned-copper tape, braided conductors terminated with two-hole copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. Chatsworth Products, Inc.
 - 3. Harger Lightning & Grounding.
 - 4. Panduit Corp.
 - 5. Engineer Approved Equal
- B. Irreversible connectors listed for the purpose. Listed by an NRTL as complying with NFPA 70 for specific types, sizes, and combinations of conductors and other connected items. Comply with UL 486A-486B.
- C. Compression Wire Connectors: Crimp-and-compress connectors that bond to the conductor when the connector is compressed around the conductor. Comply with UL 467.
 - 1. Electroplated tinned copper, C and H shaped.
- D. Busbar Connectors: Cast silicon bronze, solderless compression-type, mechanical connector; with a long barrel and two holes spaced on 5/8-inch centers for a two-bolt connection to the busbar.
- E. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.4 GROUNDING BUSBARS

- A. Connect to existing grounding busbars.

2.5 LABELING

- A. Manufacturers
 - 1. Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brother International Corporation.
 - b. Hellermann Tyton.
 - c. Engineer Approved Equal
- B. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Adhesive Film Label with Clear Protective Overlay
 - 1. Machine printed, in black, by thermal transfer or equivalent process. The minimum letter height shall be 3/8-inch. Overlay shall provide a weatherproof and UV-resistant seal for the label.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Check actual site conditions before the start of any work. Ensure all preceding trade work associated with the telecommunications system is accurate and complete before proceeding with the installation or use of products specified in this section.
- B. Examine the ac grounding electrode system and equipment grounding for compliance with requirements for maximum ground-resistance level and other conditions affecting the performance of grounding and bonding of the electrical system.
- C. Inspect the test results of the ac grounding system measured at the point of BCT connection.
- D. Prepare a written report, endorsed by the Installer, listing conditions detrimental to the performance of the Work.
- E. Proceed with the connection of the BCT only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Wall-Mount Busbars

1. The primary busbar (PBB) is a dedicated extension of the building grounding electrode system for the telecommunications system. The PBB should be located near the telecommunications service entrance and the electric service entrance in the MPOE. All other spaces shall have an SBB.
2. Only one (1) busbar shall be installed in any space.
3. All Telecommunications Busbars shall be mounted above the cable runway in the space they serve, unless noted otherwise on contract drawings.
4. Busbars shall be located to minimize the length of bonding conductors within the telecommunications space.
5. Attach busbars to the wall with appropriate hardware per the manufacturer's installation instructions.
6. Each lug shall be attached with stainless steel hardware after preparing the bond per manufacturer recommendations and treating the bonding surface on the busbar with an antioxidant to help prevent corrosion at the bond.
7. Each wall-mount busbar shall be bonded to the ground as part of the overall Telecommunications Bonding and Grounding System.
8. Each wall-mounted busbar shall be bonded to the electrical service panel providing service to the space in which it is installed, where electrical service panel is located in the same room or space.
9. The PBB shall be bonded to the building's main electrical ground busbar, Electric panel providing service to the space as well as a dedicated grounding electrode.

B. Racks and Cabinets

1. Every rack and cabinet shall have a Rack Mounted Grounding Busbar (RBB).
2. All Electrified equipment, including shielded patch panels, installed in a rack or cabinet shall be grounded to the RBB.
3. Every rack and cabinet RBB shall be bonded to the closest PBB or SBB.
4. Minimum bonding connection to racks and cabinets shall be made with an irreversible 2-hole lug sized to fit the conductor and rack and installed per ANSI/NECA/BICSI 607-2011, BICSI Best Practices, and manufacturer recommendations.
5. Remove paint between the rack/cabinet and RBB, clean the surface, and use an antioxidant between the rack and the RBB to help prevent corrosion at the bond.

C. Bonding to Structural Steel of a Building

1. All bonding conductors and connectors for bonding the metal frame of a building shall be listed for the purpose intended by an NRTL.
2. In buildings where metal frames (structural steel) are effectively grounded, each PBB and SBB shall be bonded to the structural steel within the room using a properly sized bonding conductor and connection method.
3. Connections to the structural steel frame shall be made by exothermic welding or by Harger No. 217 or Harger No. 223T electro tin-plated bronze bonding plates. The area of contact on the steel frame shall be cleaned to bare metal removing all paint and mill scale. The contact area shall be protected from corrosion using the Harger series HAAJC antioxidant joint compound.

4. Where the structural steel is external to the room and readily accessible the structural steel shall be bonded to the PBB and SBB with a properly sized bonding conductor.
5. Steel bars of a reinforced concrete building are not required to be bonded to the PBB or SBB.

D. Conduits and Cable Trays

1. All metal conduits and raceways for telecommunications cabling located within the telecommunications space as the busbar shall be bonded to the busbar.
2. Metal cable trays shall be bonded to the busbar.

E. Telecommunications Backbone (TBB)

1. The telecommunications backbone (TBB) is a conductor that originates at the PBB and extends throughout the building interconnecting all secondary bonding busbars (SBBs) with the PBB.
2. The TBB conductors should be installed without splices. Where splices are necessary, the number of splices should be minimized and located in accessible telecommunications spaces. Splices shall be made using exothermic welding, listed irreversible compression connectors, or equivalent.
3. The building water piping system shall not be used as a TBB.
4. Metallic cable shields or metallic conduits shall not be used as a TBB.
5. The TBB shall not rely on connections to any SBB for continuity to another SBB.

F. Grounding Equalizer (GE)

1. Where there are multiple telecommunications rooms or spaces with multiple TBBs on the same floor of a building, the TBBs shall be interconnected with a Grounding Equalizer (GE) conductor at the SBBs.
2. Connections of the GE to the SBBs shall be made by exothermic welding or by listed two-hole compression lugs.

G. Shield Bond Connector Installation

1. The Contractor shall provide a bond connector to the armor of each armored fiber optic cable to make a stable, low-resistance connection between the armor and a bonding conductor.
2. The bonding jumper at the armor bond connector end shall have a single-hole standard barrel lug with a 6 AWG conductor. The other end of the bonding jumper shall be a 2-hole long barrel compression for bonding at the PBB, SBB or RBB.

H. Testing

1. The Telecommunications Bonding and Grounding System shall be tested with an Earth Ground Resistance Tester using the Two Point Test Method.
2. The following shall be required to test the bonding and grounding:
 - a. An Earth Ground Resistance Tester with the attachments.
 - b. All testing should be done with the entire building in operation. Nothing needs to be shut down to test the bonding and grounding with this tester.

- c. If the resistance value is less than 0.1 Ohm between the two test points the bonding is adequate.
- 3. Tests to be conducted:
 - a. The installer/technician conducting these tests must be certified.
 - b. Test between the PBB and the service equipment (power) ground.
 - c. Test between the PBB and each SBB in the system.
 - d. Test between the SBB and:
 - 1) Data racks
 - 2) Cable tray
 - 3) Telecommunication conduit
 - 4) Electronic equipment
- 4. Tests shall be conducted with the systems in operation.
- 5. Tests shall be recorded and submitted to the Owner's Representative.

3.3 CLOSEOUT ACTIVITIES

- A. Refer to Section 270000 "Communications General Requirements".

END OF SECTION 270526

SECTION 270553

IDENTIFICATION FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. The work covered by this Specification Section includes all labor necessary to perform and complete such construction, equipment incorporated or to be incorporated in such construction, and all services, facilities, tools, and equipment necessary or used to perform and complete such construction.

1.3 SECTION INCLUDES

- A. Signs.
- B. Bands and tubes.
- C. Cable ties.
- D. Miscellaneous identification products.
- E. Labels.

1.4 REFERENCE STANDARDS AND CODES

- A. Refer to Section 270000 “Communications General Requirements” for the Reference Standards, Codes, Documents, Abbreviations and Definitions.
 - 1. Specific standards may be referenced throughout this section.

1.5 ACTION SUBMITTALS

- A. Product Data
 - 1. Include construction details, material descriptions, dimensions, of individual components and profiles, and finishes for communications identification products.

2. Meet with RIAC IT staff to determine the preferred labeling scheme for cables, cabinets, enclosures, etc. prior to submitting the identification schedule for approval.

B. Identification Schedule

1. Outlets: Scaled drawings indicating location and proposed designation
2. Backbone Cabling: Riser diagram showing each communications room, backbone cable, and proposed backbone cable designation.
3. Racks: Scaled drawings indicating location and proposed designation
4. Patch Panels: Enlarged scaled drawings showing rack row, number, and proposed designations

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with NFPA 70 and TIA 606-B.
- B. Comply with ANSI Z535.4 for safety signs and labels.
- C. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Equipment Identification Labels:
 1. Black letters on a white field.

2.3 MANUFACTURERS:

- A. Brady or Equal

2.4 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters of raceway or cable they identify, that stay in place by gripping action.

- C. Self-Adhesive Wraparound Labels: Preprinted, 3-mil-thick, polyester or vinyl flexible labels with acrylic pressure-sensitive adhesive.
 - 1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating protective shields over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
 - 2. Marker for Labels:
 - a. Permanent, waterproof black ink marker recommended by tag manufacturer.
 - b. Machine-printed, permanent, waterproof black ink recommended by printer manufacturer.
- D. Self-Adhesive Labels: Polyester, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
 - 1. Minimum Nominal Size:
 - a. 1-1/2 by 6 inches for raceway and conductors.
 - b. 3-1/2 by 5 inches for equipment.
 - c. As required by authorities having jurisdiction.

2.5 BANDS AND TUBES

- A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit the diameters of raceway or cable they identify, that stay in place by gripping action.

2.6 SIGNS

- A. Baked-Enamel Signs:
 - 1. Preprinted aluminum signs, [high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal Size: 7 by 10 inches.
- B. Metal-Backed Butyrate Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal Size: 10 by 14 inches.
- C. Laminated-Acrylic or Melamine-Plastic Signs:
 - 1. Engraved legend.
 - 2. Thickness:
 - a. For signs up to 20 sq. in. minimum 1/16 inch thick.

- b. For signs larger than 20 sq. in., 1/8 inch thick.
- c. Engraved legend with black letters on white face
- d. Punched or drilled for mechanical fasteners with 1/4-inch grommets in corners for mounting or Self-adhesive.
- e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.7 CABLE TIES

- A. Hook and loop type cable ties
 - 1. Minimum Width: 1/2 inch
 - 2. Length: 8-12 inch
 - 3. Plenum rated when used above ceilings
 - 4. Color: Black.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws, or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying communications identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify the identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of communications systems and connected items.
- G. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- H. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
 - 3. Provide label 6 inches from cable end.
- I. Snap-Around Labels:
 - 1. Secure tight to surface at a location with high visibility and accessibility.
 - 2. Provide label 6 inches from cable end.
- J. Self-Adhesive Wraparound Labels:
 - 1. Secure tight to surface at a location with high visibility and accessibility.
 - 2. Provide label 6 inches from cable end.
- K. Self-Adhesive Labels:
 - 1. On each item, install a unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
- L. Snap-Around, Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- M. Cable Ties: General purpose, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide a view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations with high visibility. Identify by system and circuit designation.

- C. Accessible Fittings for Raceways and Cables within Buildings: Identify covers of each junction and pull box with self-adhesive labels containing wiring system legend.
1. System legends shall be as follows:
 - a. Data / Voice
 - b. Security
 - c. Public Address
 - d. Other Systems
- D. Faceplates: Label individual faceplates with self-adhesive labels. Place label at top of faceplate. Each faceplate shall be labeled with its individual, sequential designation, composed of the following, in the order listed:
1. Telecom Room #
 2. Patch Panel #
- E. Equipment Room Labeling:
1. Racks, Frames, and Enclosures: Identify front and rear of each with self-adhesive labels containing equipment designation.
 2. Patch Panels: Label individual rows in each rack, starting at top and working down, with self-adhesive labels.
 3. Data Outlets: Label each outlet with a self-adhesive label indicating the following, in the order listed:
 - a. Telecom Room #
 - b. Patch Panel #
- F. Backbone Cables: Label each cable with a vinyl-wraparound label indicating the location of the far or other end of the backbone cable. Patch panel or punch down block where cable is terminated should be labeled identically.
1. All fiber risers shall be labeled on the front panel as follows:
 - a. Patch Panel #.
 - b. Location: Building, floor, room #.
 2. Each fiber riser cable installed shall be labeled at each end as follows:
 - a. Fiber cable #.
 - b. Terminated in: Patch Panel #.
 - c. From: Building and Room #.
 - d. Type: (SM, MM).
 - e. Strand Count.
 3. All riser terminations including riser patch panels shall be labeled as follows:
 - a. Location: Building, floor, room #.
 - b. From: Building, floor, room #.
 - c. Pair #, or port # and patch panel # on each termination block.

- d. Identify any bad pairs.
- 4. Each riser cable installed shall be labeled at each end as follows:
 - a. Cable #.
 - b. From: Building, floor, room #.
 - c. Pair count.
- G. Horizontal Cables: Label each cable with a vinyl-wraparound label indicating the following, in the order listed:
 - 1. Each horizontal fiber patch panel is to be labeled as follows:
 - a. Patch Panel #.
 - b. Location: building, floor, room #.
- H. Locations of Underground Lines: Underground-line warning tape for copper, coaxial, hybrid copper/fiber, and optical-fiber cable.
- I. Instructional Signs: Self-adhesive labels.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures: Baked-enamel warning signs.
 - 1. Apply to the exterior of door, cover, or other access.
- K. Equipment Identification Labels:
 - 1. Indoor Equipment: Baked enamel or Laminated-acrylic or melamine-plastic signs.
 - 2. Outdoor Equipment: Laminated-acrylic or melamine-plastic sign.
 - 3. Equipment to Be Labeled:
 - a. Communications cabinets.
 - b. Uninterruptible power supplies.

3.4 CLOSEOUT ACTIVITIES

- A. Refer to Section 270000 “Communications General Requirements”.

END OF SECTION 270553

SECTION 271513

COMMUNICATIONS COPPER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

1.2 DESCRIPTION

- A. The work covered by this Specification Section includes all labor necessary to perform and complete such construction, equipment incorporated or to be incorporated in such construction, and all services, facilities, tools, and equipment necessary or used to perform and complete such construction.
- B. This project will require Category 6/6A (UTP) patch cords for reconnecting and dressing new switches being provided in the project as shown in construction documents.

1.3 SECTION INCLUDES

- A. Category 6/6A unshielded twisted pair (UTP) patch cords.
- B. Identification products.
- C. Source quality control requirements for twisted pair cable.

1.4 REFERENCE STANDARDS AND CODES

- A. Refer to Section 270000 “Communications General Requirements” for the Reference Standards, Codes, Documents, Abbreviations and Definitions.
 - 1. Specific standards may be referenced throughout this section.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings:
 - 1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.
- C. Copper patch cord testing plan for determination of sufficiency.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
 - 1. Cable installers certification from cable manufacturer for extended warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For cables to include in maintenance manuals.
- B. Testing Results: For patch cords.

1.8 WARRANTY

- A. Period: The Contractor shall warranty all labor, workmanship, and materials for a period of one (1) year from the date of final Owner acceptance. Should a failure occur within this warranty period, the Contractor shall provide all labor and materials necessary to restore the system to the condition required for the final test and acceptance for this contract, at no cost to the Owner.
- B. Extended Warranty: The manufacturer shall guarantee in writing that the copper horizontal cable channels as installed by this contract are free from defects in materials and workmanship and will meet the applicable ANSI/TIA/EIA and ISO/IEC channel transmission requirements in effect at the time of installation and will support any current or future application ratified by IEEE, ANSI, or ISO designed to operate over the applicable ANSI/TIA/EIA-568-B and ISO/IEC 11801 standards in effect at the time of installation. The duration of this warranty shall be for a period of 25 years from date of final Owner acceptance. Defective products shall be repaired or replaced by the manufacturer, at no cost to the Owner.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling installer must be a certified installer meeting all requirements for the cable manufacturer's 25-year warranty program and must have personnel certified by BICSI on staff.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568-C.1, when tested according to test procedures of this standard.
- B. Surface-Burning Characteristics: Flame spread shall not exceed 5 feet when tested in accordance with NFPA 262.
- C. Telecommunications Pathways and Spaces: Comply with TIA-569-D.
- D. Grounding: Comply with TIA-607-B.

2.2 MANUFACTURERS

- A. Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Berk-Tek Leviton; a Nexans/Leviton alliance.
 - 2. CommScope, Inc.
 - 3. General Cable; General Cable Corporation.
 - 4. Hubbell Premise Wiring.
 - 5. Panduit.
 - 6. Superior Essex Inc.
 - 7. The Siemon Company
 - 8. Engineer Approved Equal.

2.3 GENERAL CABLE CHARACTERISTICS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with the applicable standard and NFPA 70 for the following types:
 - 1. Communications, CM/CMR Rated.
- B. RoHS compliant.

2.4 CATEGORY 6/6A UNSHIELDED TWISTED PAIR (UTP) CABLE

- A. Description: Four-pair, balanced-twisted pair cable, with full cross-web cable pair isolation member, certified to meet transmission characteristics of Category 6/6A cable at frequencies up to 500MHz.
- B. General Performance Specifications: The minimum requirements for Category 6/6A cables shall conform to TIA/EIA 568B Commercial Building Telecommunications Cabling

Standard, Horizontal Cable Section. Application standards supported should include, but not limited to:

1. 10Base-T through 10GBase-T Ethernet.
2. Power over Ethernet (Poe & PoE+) - IEEE 802.3af/at Type 1 & 2.
3. 4PPoE+ - IEEE 802.3bt Type 3 and 4 draft D1.2.
4. 155Mb/s ATM and token ring.
5. HDBaseT Class A & B.
6. 550MHz Broadband Video.
7. Backwards compatible with legacy protocols and applications.

2.5 CATEGORY 6/6A TWISTED PAIR CABLE HARDWARE

- A. Description: Hardware designed to connect and terminate twisted pair copper communications cable. Patch cord category shall match corresponding patch panel category class.
- B. General Requirements for Twisted Pair Cable Hardware:
 1. Comply with the performance requirements of Category 6/6A.
- C. Source Limitations:
 1. Category 6/6A cabling and connecting hardware shall be from the same manufacturer.
 2. Manufacturers of cabling and connecting hardware may be from different manufacturer's if the partnership of the products meets the twenty-five (25)-year extended warranty.
- D. Unshielded Patch Cords: Factory-made, four-pair cables; terminated with an eight-position modular plug at each end. Contractor shall confirm required lengths prior to placing order.
 1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords shall have latch guards to protect against snagging.
 2. Patch cords shall be manufactured and certified by the same manufacturer of the permanent link cabling.
 3. Quantity:
 - a. For each switch replacement location, document and identify lengths and category of patch cords required to connect and patch new switches to the existing network.
 - b. Contractor shall coordinate exact length of each patch cord with network system equipment provider and owner prior to ordering. Submit list of patch cords including color and length for each telecommunication room for approval by Engineer prior to ordering.

2.6 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606-B and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

PART 3 - EXECUTION

3.1 WIRING METHODS

- A. Wiring within Racks and Enclosures: Bundle, lace, and train cables within enclosures. Connect to termination points without exceeding manufacturer's limitations on bending radii. Use existing wire managers where available.
- B. All cables shall be bundled with Velcro tie-wraps every 18 inches, the use of plastic tie-wraps shall not be allowed.

3.2 INSTALLATION OF TWISTED-PAIR HORIZONTAL CABLES

- A. Comply with NECA 1 and NECA/BICSI 568.
- B. Cable Installation:
 - 1. Comply with TIA-568-C.0 and TIA-568-C.2.
 - 2. Install cabling with horizontal and vertical cable guides in communications equipment rooms with terminating hardware and interconnection equipment.
 - 3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.
- C. Group connecting hardware for cables into separate logical fields.
- D. Separation from EMI Sources:
 - 1. Comply with recommendations from BICSI's "Telecommunications Distribution Methods Manual" and TIA-569-D for separating unshielded copper communication cable from potential EMI sources, including electrical power lines and equipment.
 - 2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
4. Separation between communications cables in grounded metallic raceways, power lines, and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.3 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-D, Annex A, "Firestopping."
- C. Comply with "Firestopping Systems" Article in BISC's "Telecommunications Distribution Methods Manual."

3.4 IDENTIFICATION

- A. Cable Management Software: This contractor shall be responsible for updating the existing airport cable management software program or airport spreadsheet provided with all communications copper horizontal cables installed as part of this project.
- B. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Paint and label colors for equipment identification shall comply with TIA-606-B for Class 2 level of administration.
- D. Cable Schedule: Install in a prominent location in each communication equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of comprehensive final schedules for Project.

E. Cable and Wire Identification:

1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
2. Identification within patch panels in communication equipment rooms: Label each connector and each discrete unit of cable terminating and connecting hardware.

F. Labels shall be preprinted or computer-printed type, with a printing area and font color that contrast with cable jacket color but still comply with TIA-606-B requirements for the following:

1. Cables use flexible vinyl or polyester that flexes as cables are bent.

3.5 FIELD QUALITY CONTROL AND TESTING

A. General:

1. Where necessary during implementation, test any patch cords so as to eliminate the cord as an issue for network connectivity.
2. Utilize a certified tester for the category and class under test.

3.6 CLOSEOUT ACTIVITIES

- A. Refer to Section 270000 “Communications General Requirements”.

END OF SECTION 271513

SECTION 272100

LOCAL AREA NETOWRK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.
- C. All sections of Division 27 of these specifications also apply to this section.

1.2 DEFINITIONS

- A. LAN –Local Area Network
- B. AAA: Authentication, Authorization, and Accounting
- C. GBIC: Gigabit Interface Converter
- D. SFP: Small Form-factor Pluggable
- E. QSFP: Quad Small Form-factor Pluggable
- F. LAN: Local Area Network
- G. MPLS: Multi-Protocol Label Switching
- H. NTP: Network Time Protocol
- I. PoE: Power over Ethernet
- J. QoS: Quality of Service
- K. SNMP: Simple Network Management Protocol
- L. TCP/IP: Transmission Control Protocol / Internet Protocol
- M. VLAN: Virtual Local Area Network
- N. VoIP: Voice over Internet Protocol

1.3 SCOPE

- A. The scope of work for this project includes all materials, equipment, hardware, software, and labor to install and make ready for Local Area Network and related Information Technology equipment. The Contractor shall provide all products required to ensure a fully operative system and provide proper installation of all equipment.
- B. The Contractor shall procure, furnish, and install new network equipment to extend the existing three-tier RIAC network within the terminal.
- C. The equipment in this specification shall be installed in the identified telecommunications room in the contract drawings.
- D. The contractors shall integrate and test the network equipment in accordance with all applicable manufacturer and industry best practices. The contractor shall also furnish and provide training for both administrator and end users of the systems provided under this specification. System Operability and proper installation shall be verified through a comprehensive Quality Control Program that includes scheduled inspections and successful completion of acceptance and endurance testing.
- E. It is the responsibility of the Contractor to perform the necessary coordination with RIAC IT representative to ensure all networking requirements are met with the installed LAN. This coordination is required and shall be included in the price of the contract.
- F. Final configurations of new LAN equipment shall be configured by RIAC IT.

1.4 SUMMARY

- A. This document is for the design, construction, and installation of the new Local Area Network equipment at Rhode Island T.F. Green International Airport. It includes all required active components, as needed to facilitate the many services which rely on connectivity.
- B. The Contractor will procure, furnish and install new network switches to provide network connectivity to endpoints and services within the terminal. The equipment, software and services in this section shall be provided by a qualified vendor who is authorized and certified by the manufacturer for resale, configuration and maintenance.
- C. The Contractor shall provide new 25G Single Mode Fiber (SMF) transceivers to support redundant uplinks to new distribution layer switches. The Contractor shall provide transceivers for new access layer switches and new distribution layer switches.
- D. The Contractor shall provide new 40G SMF transceivers to support redundant uplinks to existing core layer switches. The Contractor shall provide transceivers for new distribution layer switches and existing core layer switches.

1.5 ACTION SUBMITTALS

- A. Narrative of Operation of System

- B. Manufacturer's Data and Product Cutsheets for the proposed equipment (hardware) and licensing (software) models.
- C. Proof of certification by the manufacturer. The contractor will be an authorized partner and reseller for the hardware, software, and services included in this specification. Personnel providing services will have proof of certification for the skills listed in the Quality Assurance section
- D. Pre-installation Shop Drawings or system block diagram and detailed Low-Level Design.
- E. Contractor shall provide a total PoE Budget Calculation.
- F. Provide complete Planning and Phasing Strategy for the equipment replacement to maintain the service continuity for the Airport throughout the implementation and the progress of the project of the new switch deployment.
- G. Provide detailed MOP (Method of Procedure) outlining actions, tasks, and schedules.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For all network systems to include operation and maintenance manuals.
- B. Overall Physical and Logical Network Topology Diagrams
- C. Provide system block diagrams including major system components, network protocols, ports, and interrelationships of each system component.
- D. As-built high-level and low-level network architecture design drawings.

1.7 SHOP DRAWINGS:

- A. Logical and Physical Network Topology Diagrams: Provide system block diagrams noting major system components, network protocols, ports, and interrelationships of each component.
- B. Rack Elevation Drawings: Provide drawings showing proposed console/equipment rack elevations and equipment arrangement.

1.8 SEQUENCE AND SCHEDULING PLAN:

- A. Provide installation-scheduling plan for review and approval. Coordinate scheduling of with the airport.

1.9 WARRANTY

- A. The warranty period for all equipment, devices, software, and hardware installed by the Contractor will start on the date of beneficial occupancy by RIAC IT at RIAC facilities. The

Contract will include in the based bid the cost to assure coverage of all 3rd party equipment, hardware, devices, software, and licenses installed to be covered through the full first year of operation.

- B. The manufacturer shall provide a Standard Warranty for all products to be free of defects in material and workmanship subject to license agreement terms and conditions.
- C. The minimum warranty period is one (1) year from beneficial occupancy unless the standard manufacturer's warranty exceeds this period.
- D. All Software upgrades and patches required in the first year of warranty shall be included in the cost of the initial warranty period.
- E. The contractor shall guarantee and warranty all equipment, materials, workmanship, and installation, for a period of one (1) year.

1.10 QUALITY ASSURANCE

- A. Installer Requirements:
 - 1. Network equipment installer must be a certified professional meeting all requirements for the equipment manufacturer's reseller and warranty programs. Proof of such certifications must be provided with bid response.
 - 2. The Contractor must provide documentation as part of their bid response to indicate that they have a minimum of 10 years project experience within the last five years in Commercial Airports.
- B. Qualifications:
 - 1. Installer:
 - a. Factory certified dealer specializing in data networks installation. Installer shall be capable of performing the work specified in this section with minimum 10 years documented experience in the field, while being authorized and approved by the manufacturer to resell, configure, and support systems described in this specification.
- C. Service Facility:
 - 1. Network systems integrator shall have service facilities within one hundred (100) miles of Rhode Island T.F. Green International Airport.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Network switches and related equipment must be tested by the Contractor upon receipt at the Project site.
- B. The Contractor will verify that equipment received from the manufacturer is not Dead on Arrival (DoA) and parts match what was ordered.

1.12 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install switches and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 GENERAL DESCRIPTION

- A. The Contractor shall provide all equipment, materials, labor, and coordination services necessary to complete or perfect all parts of the Data Communications Network Equipment, and to ensure that they follow requirements stated or reasonably inferred by this Specification. Wherever herein the term provide or provided is used it shall be defined as procure, install and program as required for a fully functional and correctly operational System. All equipment under this Section shall be provided, maintained, and operated during the construction and implementation period, tested, and commissioned by the Contractor.
- B. Network switch quantities shown on all Contract Network Architecture drawings are intended to be representative, in effort to show physical and logical high-level network topologies. Switch quantities shall be scaled to meet equipment schedules, including device quantities and connectivity requirements.
- C. The Contractor shall perform all required coordination with the RIAC IT Representative and stakeholders to finalize all functional, operational, and performance requirements of the network design.

2.2 APPROVED MANUFACTURERS

- A. Enterprise Network Equipment:
 - 1. Fortinet Networks

2.3 GENERAL REQUIREMENTS

- A. This section includes the minimum requirements for Data Communications Network Equipment.
- B. All hardware requirements given are the minimum requirements. The Contractor's product shall meet or exceed these requirements. Additionally, the hardware selected shall meet the operational, functional, and performance requirements specified herein.
- C. Future capacity design requirements:
 - 1. UPoE+ (60 W/802.3bt) must be supplied to all ports of every new access layer switch as a baseline minimum. The Contractor is responsible for ensuring the right UPoE+ budget is afforded to all switches needing more total UPoE+ than this if the active draw is higher.

D. Future Port Capacity Requirements:

1. If less than 38 ports are needed use a single 48-port switch
2. If 38 or more ports are needed add a second 48-port switch to the stack
3. If more than 76 ports are needed add a third 48-port switch to the stack

E. The networks above are expected to each be given an efficient and unique IP addressing scheme that plans for a minimum of 25 percent endpoint device growth, while following an overall pattern that is easy to interpret as related to IPv4 addressing. An operator should be able to look at any endpoint device's IP address and understand quickly which network from the above list it resides in. It is assumed that RFC1918 Private Addressing will be used for internal IP addressing.

F. All network device uplinks and Virtual Switching Links (VSLs) must be sized based on Vendor fabric sizing guidelines, while also considering traditional oversubscription ratios for each network tier, based on specific workloads expected for this environment. Quantities of fiber optic transceivers for each switch / stack shall reflect those requirements and guideline best practice.

G. The Contractor shall be responsible for the supply, installation, and initial testing of the LAN equipment, meeting or exceeding the requirements of the functional specifications provided in this document and the associated drawings.

H. The scope of work for this project includes all materials, equipment, hardware, software, and labor to install and make ready for use Local Area Network equipment. It is the responsibility of the Contractor to perform the necessary coordination with the Construction Manager or RIAC IT Representative and other contractors performing work associated with this project to ensure all networking requirements are met by the installed LAN equipment.

I. The Contractor shall verify system operability and proper installation via completion of all required test plans.

2.4 NETWORK ACCESS SWITCHES

A. Contractor shall provide all Hardware and Professional Services. The network equipment shall be deployed in the identified telecommunications room in the contract drawings.

B. Network Core/Distribution Layer Switch:

1. FortiSwitch-2048F Layer 2/3 FortiGate switch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28)+2x10G(SFP+). Dual AC power supplies
2. 40 GE QSFP+ transceiver module, 10km range 40 GE QSFP+ transceiver module, long range 10km, LC connector, SMF, 40GBase-LR4, -40°C to 85°C, for systems with QSFP+/QSFP28 slots
3. 25GE SFP28 transceiver module, long range 25 GE / 10 GE SFP28 transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 70°C, for systems with SFP28 slots
4. FortiSwitch-2048F 3 Year FortiCare Premium Support [for FS-2048F]
5. FortiSwitch-2048F 3 Year Next Calendar Day Delivery Priority RMA Service (Requires FortiCare Premium or FortiCare Elite) [for FS-2048F]

C. Network End Of Row (EOR) Switch

1. FortiSwitch-1048E Layer 2/3 FortiGate switch controller compatible switch with 48 x GE/10GE SFP/SFP+ slots and 6 x 40GE QSFP+ or 4 x 100GE QSFP28. Dual AC power supplies
2. 40 GE QSFP+ transceiver module, 10km range 40 GE QSFP+ transceiver module, long range 10km, LC connector, SMF, 40GBase-LR4, -40°C to 85°C, for systems with QSFP+/QSFP28 slots
3. 25GE SFP28 transceiver module, long range 25 GE / 10 GE SFP28 transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 70°C, for systems with SFP28 slots
4. FortiSwitch-2048F 3 Year FortiCare Premium Support [for FS-2048F]
5. FortiSwitch-2048F 3 Year Next Calendar Day Delivery Priority RMA Service (Requires FortiCare Premium or FortiCare Elite) [for FS-2048F]

D. Network Access Layer Switch:

1. FortiSwitch-648F-FPOE Layer 2/3 FortiGate switch controller compatible PoE 802.3bt switch with 32x 2.5G RJ45 + 16x 5G RJ45 ports, 8x 25G SFP28 and MACSec. Max 1800W POE output limit
2. 25GE SFP28 transceiver module, long range 25 GE / 10 GE SFP28 transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 70°C, for systems with SFP28 slots
3. FortiSwitch-648F-FPOE 3 Year FortiCare Premium Support [for FS-648F-FPOE]

E. All equipment licensing and support terms shall be procured and assigned to the designated RIAC IT Representative with minimum duration of 3 years

F. PoE Budget Contractor shall provide a total PoE budget calculation, ensuring budget does not exceed redundant power supply capability (non-shared mode).

2.5 IDENTIFICATION PRODUCTS

A. Comply with TIA-606-B and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

2.6 GROUNDING

A. Comply with requirements in Section 270526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.

B. Comply with TIA-607-B.

2.7 SOURCE QUALITY CONTROL

A. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 GENERAL

- A. System installation and construction methods shall conform to the requirements as stated in General and Special Conditions of the Contract Documents.
- B. The Contractor shall install all system components including furnished equipment, and appurtenances in accordance with the manufacturer's instructions, NFPA 70, ANSI-C2 and as shown, and shall furnish all cables, connectors, terminators, interconnections, services, and adjustments required for a complete and operable system.
- C. Interconnection wiring between components mounted in the same rack or cabinet does not need to be installed in conduits.
- D. Grounding shall be installed as necessary to preclude ground loops, noise, and surges from adversely affecting system operation.
- E. For equipment mounted in drawers or on slides, provide the interconnecting cables with a service loop of not less than three feet and ensure that the cable is long enough to allow full extension of drawer or slide.
- F. The Contractor's Quality Assurance Inspector shall conduct a visual inspection of all installations to verify that the installations are in accordance with the RIAC's and manufacturer's specifications. Records of the inspections signed and dated by the Quality Assurance Inspector shall be provided to the RIAC IT Representative. The RIAC IT Representative shall be notified by the Contractor of any inspection(s) and the RIAC IT Representative may elect to participate in any inspection(s).
- G. All software/firmware/support information must be issued and held in the name of the Owner, not the Contractor.

3.2 HARDWARE INSTALLATION

- A. Design plans for hardware selection, installation location, and installation details shall be provided for RIAC IT Representative's approval.
- B. Installation of hardware shall be coordinated with the RIAC IT Representative.
- C. The Contractor shall ensure the ventilation requirements for the hardware components are met.
- D. The Contractor shall install and inspect all hardware required to fully meet the functional, operational, and performance requirements of this Section. The installation of the hardware shall be in accordance with the manufacturer's installation instructions.

3.3 GROUNDING

- A. Install grounding according to the "Grounding, Bonding, and Electrical Protection" chapter in BICSI's "Telecommunications Distribution Methods Manual."
- B. Comply with TIA-607 Latest Version and NECA/BICSI-607.

3.4 IDENTIFICATION

- A. Labels shall be preprinted or computer-printed type, with a printing area and font color that contrast with equipment exterior color but still comply with TIA-606-B requirements.

3.5 QUALITY CONTROL

- A. Test Plan/Procedure: The Contractor shall develop and submit a comprehensive Network Test Plan that has been coordinated with the RIAC IT Department for testing of the network to the Project Manager or Representative for review and approval 30 days prior to the beginning of any testing activities. The test plan shall detail the objectives of all tests. The tests shall clearly demonstrate that the system and its components fully comply with the requirements specified herein.
- B. The contractor shall provide full staff and equipment support to the RIAC IT staff during testing of the network. This support shall include failover testing for all uplinks, preemptive fail back and testing of uplink bandwidth utilization. Support shall include provision of two (2) network technicians with Professional and/or Expert Level certifications for a period of at least two weeks.
- C. Test Reports: The Contractor shall submit for each test, a test report document that shall certify successful completion of that test. Submit for review and acceptance within seven (7) days following each test. The test report shall contain, at a minimum:
 - 1. Commentary on test results.
 - 2. A listing and discussion of all discrepancies between expected and actual results and of all failures encountered during the test and their resolution.
 - 3. Complete copy of test procedures and test data sheets with annotations showing dates, times, initials, and any other annotations entered during execution of the test.
 - 4. Signatures of persons who performed and witnessed the test.
 - 5. Test Resolution: Any discrepancies or problems discovered during these tests shall be corrected by the Contractor at no cost to the Owner. The problems identified in each phase shall be corrected and the percentage of the entire system re-tested determined by the Design Consultant before any subsequent testing phase is performed.
- D. Termination
 - 1. Performance verification test shall be terminated when:
 - a. Individual components, subsystems, or the integrated system fail to perform as specified
 - b. It is determined that system is missing components or installation is not complete.

2. Upon termination, corrective work shall be performed, and performance verification test rescheduled with RIAC IT Department.
3. Retesting shall be performed by Contractor at no additional expense.
4. The Contractor shall continue to perform corrective actions and retest until the system passes all tests to satisfaction of the RIAC IT Department and the Project Manager or Representative.

E. Final Inspection and Acceptance

1. After testing is complete, review tabulated records with the RIAC IT Department.
2. The Contractor will not be responsible for failures caused by:
 - a. Outage of main power in excess of backup power capability provided that automatic initiation of all backup sources was accomplished, and automatic shutdowns and restarts of systems performed as specified.
 - b. Failure of any Airport furnished power, communications, and control circuits provided failure was not due to Contractor furnished equipment, installation, or software.

3.6 TRAINING

- A. The Contractor shall supply the appropriate training for designated RIAC IT personnel. The training shall provide personnel with a working knowledge of the following System configuration and operations:
1. LAN
- B. The Contractor shall prepare training materials and provide a technician to conduct all training for administrators. Formal instruction shall be given to the Owner-designated key personnel. Such instruction shall consist of no less than eight (8) hours delivered in four (4) separate two (2) hour training sessions each. Training shall cover operation, programming, troubleshooting and maintenance.
1. Provide a written schedule of training session dates and times.
 2. Training schedule subject to RIAC project representative approval.
- C. The following general training guidelines shall be followed:
1. By means of training classes augmented by individual instruction as necessary, the Contractor shall fully instruct the RIAC designated staff in the operation, adjustment and maintenance of RIAC LAN equipment.
 2. The Contractor shall be required to provide all training aids (e.g., notebooks, manuals).
 3. All training shall be completed a minimum of two weeks prior to the RIAC LAN becoming operational.
 4. All training requirements identified are minimum requirements.

END OF SECTION 272100



Rhode Island

Airport Corporation

####END OF ADDENDUM###