

DIVISION B:

ADDITIONAL REQUIREMENTS FROM THE AVIATION DEPARTMENT

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INSURANCE

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Risk Management Department, which shall be clearly labeled “Runway 3/21 Extension–New Exit Twy, Twy Repairs, and Perimeter Rd Reconstruction” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Risk Management Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
<u>1. Workers' Compensation</u> <u>2. Employers' Liability</u>	<u>Statutory</u> <u>\$500,000/\$500,000/\$500,000</u>
<u>3. Broad form Commercial General Liability Insurance to include coverage for the following:</u> <u>a. Premises/Operations</u> <u>b. Independent Contractors</u> <u>c. Products/Completed Operations</u> <u>d. Personal Injury</u>	<u>For Bodily Injury and Property Damage of \$5,000,000 per occurrence;</u> <u>\$15,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</u>

<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>f. \$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence.</u>
<u>a. Owned/leased vehicles</u>	
<u>b. Non-owned vehicles</u>	
<u>c. Hired Vehicles</u>	

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Risk Management Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Agreement.

J) It is agreed that Contractor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Workers' Compensation Insurance Coverage.

(a) Definitions:

- (1) Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (2) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.
 - (3) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (b) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- (c) The contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- (d) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- (e) The contractor shall obtain from each person providing services on a project, and provide to the City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (f) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- (g) The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (i) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- (k) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

SUPPLEMENT TO STANDARD INSTRUCTIONS TO RESPONDENTS

1. Project Description:

The primary purpose of this project is to construct taxiway pavement(s); airfield lighting, signage and electrical infrastructure; drainage improvements; and reconstruct the perimeter road for the Runway 3/21 extension. Work within the runway operating environment will require closure of the runway. Work will be allowed 24-hours/day, seven days/week. In order to close the runway, Contractor shall place two (2) lighted runway closure "X"s, one (1) at each end of RW 3/21 (now RW 4/22), immediately when directed by Owner. The Contractor will be able to access the project seven days/week and 24 hours/day. Construction of the project will be within the active Air Operations Area (AOA). All construction within the AOA will be conducted in accordance with the requirements of SAT Operations and FAA Advisory Circular 150/5370-2F, Operational Safety on Airports During Construction. In addition, Contractor personnel will be required to obtain security badging to work within the AOA and all construction vehicles on the AOA must be operated by personnel who have completed the AOA driver's training class conducted by SAT Operations or are accompanied by an Airport approved escort vehicle.

In general, the Project Work can be categorized as 1) Work within the runway and taxiway operating environment(s) and 2) Work outside of the runway and taxiway operating environment(s). Work within the runway and taxiway operating environment(s) will require closure of RW 3/21. For construction purposes, the closure period for RW 3/21 is from April 1, 2013 through August 30, 2013. ***All work within this area shall be completed and accepted prior to the runway being re-opened on October 1, 2013.*** Work outside of the runway and taxiway operating environments will be allowed anytime during the Contract Period. RW 3/21 will be active and all requirements of SAT Operations and FAA Advisory Circular 150/5370-2F, Operational Safety on Airports During Construction will be strictly enforced.

2. A responsive bid shall consist of the following:
 - a. Compliance with items set forth in Division A, 010 Invitation for Bid
3. In determining a low bidder, the City shall consider the total of the following
 - a. Base Bid, and all Alternative Bids (where applicable)
 - b. Contractor's qualifications

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STANDARD INSTRUCTIONS TO BIDDERS FOR FEDERALLY ASSISTED CONTRACTS (SIB-AVIATION)

1. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1.1 It is the policy of the City of San Antonio to involve qualified Small, Minority, African-American, Woman-owned, and local business enterprises to the greatest extent feasible in the City's construction, procurement, professional services, and leases and concessions contracting. Per Ordinance #69403, the City of San Antonio, its employees, contractors, and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

1.2 Requirements for **ALL** bids:

1.2.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 26, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

1.2.2. The Bidder/Contractor agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Aviation Department bidders/contractors are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

1.2.3. Bidder/Contractor specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program may be obtained through the airport's DBE Liaison Officer at (210) 207-3505 or by contacting the City's Aviation Department.

1.2.4 Notification is hereby given that a DBE contract specific goal has been established on this bid/contract. The applicable DBE goal is 16.1% of the total dollar value of this contract.

1.2.5 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out the DBE Policy and Program requisites. The Contractor's official should coordinate and ensure approval of the required "Good-Faith Effort Plan" (Attachment 1).

1.2.6 The Contractor shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE firms; (ii) specific efforts to identify and award such contracts to DBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE participation.

1.2.7 The Contractor shall agree to submit periodic reports of subcontract and/or supplier awards to DBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE participation and good-faith efforts to carry out the DBE Policy and Program. All Aviation Department contractors may be subject to a post contract DBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Contractor's good-faith efforts on future airport contracts.

- 1.2.8 All construction Bidders/Contractors with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE Program) to subcontract and achieve the applicable contract specific DBE goal with certified DBEs. Contractors failing to achieve the applicable contract specific DBE goal or contractors failing to maintain the specific DBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved “*DBE Good-Faith Effort Plan*”. *Bidders are required to satisfy applicable DBE program requirements prior to the award of the Aviation Department contract.* Bidders must submit a *DBE Good-Faith Effort Plan* or will be considered non-responsive.
- 1.2.9 A Bidder/Contractor may count towards its DBE goal sixty percent (60%) of its expenditures for materials and supplies required under a contract and obtained from a regular dealer, and one hundred percent (100%) of such expenditures to a DBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder or Contractor.
- 1.2.10 The City and Aviation Department encourages the Bidder/Contractor to utilize currently approved and certified DBE firms on the contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C-319, San Antonio, TX 78230 (210) 227-4RCA (4722) (210) 227-5712 (Fax) for information regarding DBE trade areas or to apply for DBE status. The Aviation Department accepts DBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP)- Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Austin, City of Houston and the Corpus Christi Regional Transportation Authority.
- 1.2.11 The City and Aviation Department encourages the Bidder/Contractor to utilize currently approved and certified DBE firms on the contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE trade areas or to apply for DBE status. The Aviation Department accepts DBE certification from any one of the five (5) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, and the Corpus Christi Regional Transportation Authority.
- 1.2.12 Submittal of DBE status certification information for **all** DBE firms utilized or proposed to be utilized on the project as subcontractors, sub-consultants, or vendors, to include prime contractors when applicable, in the performance of work on said project. Additionally, prime contractors must submit a “Letter of Intent” form (Attachment 2) for **each** subcontractor prior to award of contract.
- 1.2.13 The following DBE-related contractual clause shall be applicable and is specifically included as part of the construction contract. Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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”.

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE subcontractors".

- 1.2.14 All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department's DBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* (Attachment 3) is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE subcontractors unable to perform on the contract with another DBE.*
- 1.2.15 Failure or refusal by a Bidder or Contractor to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the bid process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

IF DBE GOAL HAS BEEN MET OR EXCEED, SKIP TO ITEM 9

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contact by choice of either the proposer, subcontractor, or supplier. *Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted of subcontracting/supply opportunities:*

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract Amount or % Level of Participation	If Firm is DBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)	Reason Agreement Was Not Reached
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Use additional sheets as needed)

In order to verify a proposer’s good faith efforts, it may be necessary to provide the City with copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. If requested by the DBE Liaison, copies of said notices must be provided to the DBE Liaison within five (5) business days of such request. Such notices shall include information on the plans, specifications and scope of work.

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No

4. List all DBE listings or directories, contractor associations, and/or any other associations utilized to solicit

DBE subcontractors/suppliers:

5. Discuss efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goal:

6. Indicate advertisement mediums used for soliciting bids from DBEs. (Please attach a copy of the advertisement(s):

7. Discuss efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance:

8. Discuss efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

9. Name and phone number of person appointed to coordinate and administer the Federal DBE Good Faith Efforts of your company on this project.

Name: _____ Title: _____

Phone Number: _____

10. The Good Faith Effort Plan for Federally Funded Contracts must be approved by the Aviation Department's DBE Liaison Officer prior to award of contract.

11. The Federal DBE Good Faith Efforts Plan is subject to the review by the Aviation Department's DBE Liaison and final approval in determining whether Good Faith Efforts have been made rests with the Aviation Director.

By: _____
Signature of Firm's Representative Date

Title: _____

NAME OF PROJECT: Runway 3/21 Extension-New Exit Twy, Twy Repairs, and Perimeter Rd Reconstruction – Re-Bid at San Antonio International Airport

DECLARATION OF PRIME CONTRACTOR

I hereby declare and affirm that I am the

(Title of Declarant)

and a duly authorized representative of

(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE Liaison with a copy of that agreement within three (3) business days of execution.

(Name of Declarant)

(Signature) *(Date)*

SUBMIT THIS PAGE FOR EACH SUBCONTRACTOR/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS [DBE FORM 1] AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (DBE FORM 3)

SAN ANTONIO INTERNATIONAL AIRPORT
CHANGE OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS
(DBE FORM 3)

NAME OF PROJECT: **Runway 3/21 Extension-New Exit Twy, Twy Repairs, and Perimeter Rd Reconstruction – Re-Bid at San Antonio International Airport**

Name of

Proposer: _____

The above named firm requests approval of the following addition(s) and/or deletion(s) of the Subcontractor/Supplier firm(s) to the approved DBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1) and Letter of Intent (DBE Form 2) as originally submitted as part of the above referenced project. **No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Delete	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE Certified Yes or No?	Total Dollars of Work to be Performed by Firm

REASON(S) FOR REMOVING EACH SUBCONTRACTOR(S)/SUPPLIER(S) LISTED ABOVE: _____

Please indicate the name of the firm(s) you wish to add or substitute. **A Letter of Intent (DBE Form 2) for any additional/substitute subcontractor(s)/supplier(s) must be submitted to the City for approval with this form. No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Add	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE Certified Yes or No?	Estimated Dollars of Work to be Performed by Firm

1. If a DBE Subcontractor/Supplier was deleted/terminated/replaced, was it replaced with another DBE subcontractor/Supplier? Yes ____ No ____ If not, why not:

2. **If another DBE Subcontractor/Supplier did not replace the DBE Subcontractor/Supplier, please submit for our review the good faith efforts used to find another DBE to perform at least the same amount of work under the contract as the DBE that was deleted/terminated/replaced.**
3. **If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for our review and approval the good faith efforts used to find a DBE to perform such work.**

AFFIRMATION

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Name & Title of Authorized Official: _____

Signature: _____ Approved: _____ Denied _____

Additional Supplemental General Conditions Required For Aviation Department Projects

- 1) The use of explosives is strictly prohibited on airports.
- 2) The Contractor will be responsible for construction staking except for verifying and making benchmarks for horizontal and vertical control.
- 3) Survey Layout:
The Contractor shall employ an experienced and competent surveyor, registered in the State of Texas, to lay out the detail lines and grades of the work from the horizontal and vertical control established in those contract documents. A closed traverse and level loop within a close proximity of the construction will be provided by the surveyor to the Contractor. A copy of such work will be presented to the Architect/Engineer for review prior to any field layout by the Contractor.
- 4) This contract shall be a calendar day contract.
- 5) Extension of Time for Adverse Weather:
Extension of time for adverse weather conditions not reasonably anticipated as provided in Subparagraph 8.3.1 will be granted for those days where precipitation is 0.10 inch or greater and where the number of such days exceed the normal number of rain days in that particular month. This provision shall cease at the time of Substantial Completion. The determination of the normal number of rain days per month shall be according to Local Climatological Data prepared by the National Oceanic and Atmospheric Administration.

For the San Antonio area, the climatological data is recorded at the airport weather station. The Contractor may expect adverse weather for the number of calendar days in accordance with the following local climatological data prepared by NOAA.

	0.10 In. or More Precipitation at <u>San Antonio Airport</u>
January	2
February	4
March	2
April	4
May	4
June	3
July	3
August	3
September	5
October	6
November	3
December	3
 Total Days Lost	 42

6/9/2009

SGC-Aviation-1

4/17/2012

The contractor agrees that the measure of adverse weather during the period covered by the Specification shall be the number of days in excess of those shown for each month.

- 6) Aviation Department may close the construction site due to security reasons. The contractor will not be compensated for any loss due to shut down for the first three closures. Each day shall be counted as one shut down regardless of the total hours involved for each day.
- 7) Contractor shall provide, prepare and distribute agendas and minutes for all construction progress meetings and/or coordination meetings.
- 8) As per FAA policy, the prime contractor must provide the Aviation Department a Buy American Preference certificate.
- 9) Staging Area and Storage Area:
 - A) The contractor needs to maintain areas in a clean and neat condition.
 - B) If the contractor and/or their subcontractors store equipment, fuel, paint, or other hazardous material at the staging areas, and/or storage areas, the contractor will perform and pay the costs for soil and water testing before use of the site, upon exit from the site and any site remediation that may be necessary, as directed by the owner.
 - C) Prior to occupying and upon vacating any staging areas and/or storage areas, the contractor shall submit to the owner a minimum of 10 photographs documenting the initial and final conditions of the staging areas and/or storage areas. Each photograph must have a date. During the construction, the contractor needs to provide 5 progress photographs for each area with each payment request.
 - D) The contractor shall provide two weeks written notice to the owner prior to vacating the staging areas and/or storage areas.
 - E) The policies stated here will be applied to the areas owned by the private citizens and leased by the contractor for the project involved.

SPECIAL CONDITIONS FOR CONSTRUCTION WITHIN THE AIR OPERATIONS AREA AT SAN ANTONIO INTERNATIONAL AIRPORT

San Antonio International Airport maintains operations 24 hours a day, 365 days per year for General Aviation and Air Carrier Service. Safety, Security and Operations will take precedence over all construction activities within the Airport Property. As such, all construction activity shall be conducted in accordance with the stipulations outlined below:

SECURITY

FINES

Any fines assessed to the Aviation Department due to the contractor's violations of any security requirements will be passed on to the contractor.

BADGING

Personnel working within the AOA must display current Airport issued identification at all times. The contractor shall be responsible for providing the necessary background checks for these personnel as well as maintaining personnel files for the project duration. These files are subject to FAA, TSA and Airport Police review. Subsequent to the pre-construction meeting, the contractor must arrange for all badged personnel to attend the SIDA class. Not all personnel must be badged.

It is permissible to have one (1) red-badge (with "E") personnel to escort and be responsible for up to two (2) unbadged persons. All unescorted equipment operators and drivers must be badged. SIDA classes are coordinated through Airport Police and take approximately two (2) hours. All badges remain the property of the Aviation Department and must be returned at the completion of the contract.

CONSTRUCTION ACCESS

The contractor will be issued ingress/egress into the AOA at a point designated by the Aviation Department, Airport Police. This point will be as close and practicable to the marshalling area as possible. The contractor will be required to enter into a security amendment, which shall be issued and kept, on file with Airport Police. It will be the contractor's responsibility to maintain security at all times during the duration of the contract. The access will be locked at all times while unattended and shall be manned by approved badged personnel only. It includes the access to the borrow site, the batch plant site, the storage site and/or the fill area.

OPERATIONS

Aviation Department, Planning and Development Section (P&D) is charged with the responsibility of overseeing construction projects within the airport property, including the

proper execution of all facets of the construction activities and compliance with applicable Federal Regulations. The Aviation Operations Section is responsible for the safety and efficiency of the airport operation through daily operation management. The contractor shall comply with all directives issued by Aviation P&D and Operations Section in a timely manner.

VEHICULAR OPERATIONS

Not all badged personnel need to have an airfield driver license. If the badge personnel need to drive in the airport operations area (AOA), he/she must attend the required driving course sponsored by Airport Operations and takes approximately four (4) hours to complete. No vehicles may be operated within the Air Operations Area (AOA) until the drivers successfully pass the driving course and satisfactory Insurance Certificates are on file with the office of Planning & Development. Upon course completion, the individual will be required to demonstrate knowledge of rules, regulations, and procedures governing their behavior while in movement area via written and practical examinations.

All vehicular movement areas used by the contractor will be subject to the approval of the Aviation Department. All airfield drivers who are found in violation of the Airfield Driver's Training guidelines or the Airport Rules and Regulations will be issued a written citation and will be subject to possible revocation and termination of AOA driving privileges.

All construction vehicles/mechanized equipment operating on Airport property needs to have a 12" company logos or 6" letters identifying the company, displayed on both doors. All construction vehicles and mechanized equipment authorized within the airfield Movement area, ramps or related safety areas shall also need to have one FAA approved flag located on the uppermost portion of the vehicle/ mechanized equipment or is escorted by a vehicle so equipped. The FAA approved flag is a 3'*3' orange and white checkered flag with each box being 1' square.

During the periods of low visibility or evening, the contractor shall follow Advisory Circular 150/5210-5D, Painting, Marking, and Lighting of Vehicles Used on an Airport to provide identification lighting devices on vehicles and construction equipment while working in the airport operations area (AOA).

During the night time hours, all equipment operating on the airport exceeding 15 feet in height shall be lit with a red obstruction light in accordance with Advisory Circular 70/7460-1K, Obstruction Marking and Lighting. The light is to be located on the uppermost portion of the equipment.

ESCORT

Any vehicle operated by personnel authorized to drive and to escort (red-badge with "E") within the AOA can only escort two vehicles and equipment being operated by personnel without having successfully completed the driving course. The escorted vehicles must be behind and proximate to the vehicle at all times while within the AOA including departing through the construction access. All escorted vehicles must have a 12" company logo each on the driver door and passenger door. Should the need arise to enter or cross an active runway, the escort

must be done by personnel from Airport Operations and coordinated through Airport Operations.

BARRICADES

All construction areas shall be properly barricaded, signed and marked as directed by the Aviation Department in accordance with the barricade markings shown on the drawings. Barricades shall be properly secured as necessary to prevent overturning or displacement from wind or jet blast and shall be illuminated. Refer to FAA Advisory Circular 150/5340-1K "Standards for Airport Markings" for FAA lighting and marking standards on airport runways, taxiways and aprons and FAA AC 150/5370-2F "Operational Safety on Airports during Construction" for aviation safety during construction. Excavated areas shall not be left unattended unless appropriate barricades are provided. The contractor shall have a designated contact person with a telephone number on file with the Airport Operations who shall be on call 24 hours a day in order to maintain the barricades. Location and placement shall be adjusted as necessitated by changes in construction progress.

Safety netting shall be installed in locations as shown on the drawings or as directed by the Resident Engineer on the field. Netting shall be installed prior to the start of construction and shall be maintained for the duration of the project. Adjustments in location shall be made as directed by the Aviation Department.

Should the contractor fail to maintain barricades, barriers, signage and/or erosion control devices and Aviation Department Personnel are required to perform corrective action, the contractor will be charged for this service.

COMMUNICATION:

In order to maintain constant communication with the air traffic control tower, the contractor shall furnish and maintain in good operating condition, at least one two-way portable VHF radio having a frequency of 121.9 MHZ to aid in the control of vehicles on the airfield.

Operators of any radio equipped vehicles on Movement areas must be trained and familiar with airport radio procedures prior to operating on movement and safety areas.

Vehicle operators must obtain ATCT clearance before entering/operating on Movement area. If working in the Movement area and runways/taxiways safety areas, the contractor must continuously monitor radio. Vehicles, equipment and pedestrians will not be allowed into any taxiway/runway safety area while aircraft operations are being conducted.

ACCIDENT REPORT:

Contractor must immediately report in writing to the Airport Communication Center (207-3433) for all accidents in connection with the performance of work, whether on or adjacent to the site. He also needs to send a copy of the report to SAIA Planning and Development Division.

STORAGE & MARSHALLING AREAS

EXCESS MATERIAL

All material removed from the construction site, which is not to be used in the final construction shall be removed from the Airport Property and disposed of in a legal manner. No excess material shall be disposed of on Airport Property unless prior written approval from the Aviation Department is issued.

CONSTRUCTION MATERIALS

Construction materials not for immediate use shall be stockpiled at the Designated Marshalling Area. Other materials may be stored at approved locations proximate to the work area provided however that the piles are no greater than 18" in height. Higher piles may be permitted only during working hours and in such quantity that they may be reduced in height to 18" maximum within thirty (30) minutes of notification.

EQUIPMENT

All equipment shall be stored at the designated storage areas during non-working times. The Aviation Department may grant special provisions for equipment, which is not readily movable to store elsewhere upon approval.

NAVIGATIONAL EQUIPMENT

TESTING

The FAA maintains various forms of navigational equipment and appurtenances throughout the airport. There may be times during construction where tests and/or equipment checks must be run to maintain serviceability. The contractor shall comply with all requests and directives during the prosecution of the tests. Timely notification of such tests cannot be guaranteed.

CABLES

The Aviation Department and the FAA communication cables, navigational cables, monitor cables and power cables traverse the construction area. Every effort has been made to identify and properly depict the locations of all cables on the drawings. It is the contractor's responsibility to contact the Aviation Department at 207-3519, one week in advance of any construction in order for the cables within the construction area to be properly located and identified by Aviation Dept. and FAA San Antonio office.

The contractor shall identify the location and alignment of these cables along and throughout the entire project area using orange safety netting. Gaps to facilitate vehicular crossings will be permitted as required. These crossings shall be protected using 1½" thick by 8' long steel plates placed along the full width of each crossing. No construction shall commence prior to identifying the cables and placing the required steel plates.

Should the contractor encounter cables not identified on the drawings or field located or cut or otherwise damage any cable, he shall immediately cease operation in the area and notify the Aviation Department at 207-3519, in order for the FAA to identify the cable.

Unless directed otherwise, cut or damaged cables shall be replaced between the existing pull boxes (typically 2,000' (ft.) apart). An FAA certified splicer shall perform all splicing. After all splices are completed, the cables shall be tested for continuity and meggered by the contractor.

Installation of FAA underground cables to be done in accordance with FAA-C-1391b, Installation and Splicing of Underground Cables.

LIGHTING SYSTEMS

The Aviation Department and the FAA maintain the various forms of lighting systems throughout the airport. All portions of these systems shall be properly located and identified prior to the start of construction. The contractor is to contact the Aviation Department at 207-3519, one week in advance of any construction in order that these systems may be properly identified. All electrical work shall be coordinated through the Aviation Department to insure circuit outages are avoided and that the appropriate circuits are properly tagged out. Where directed, the contractor shall provide the necessary safety netting and vehicular crossings as outlined in the section entitled **Cables**.

Any circuit damaged by the contractor shall be repaired at the sole expense of the contractor. Splices will not be allowed. All repairs shall be made from existing splice to existing splice complete with new conduit. Should the contractor have no electricians available to complete the repair, the Aviation Department electricians will complete the repairs and the contractor will be charged for this service.

All labor, materials, tools, cables and connectors necessary to provide temporary circuits as required shall be provided by the contractor.

May 27, 2009

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ATTACHMENT A

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per Transportation Security Administration (TSA) guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas. Furthermore, any contractor assigned to the project who has a business related need to be present within the SIDA, Secured Area or Sterile Area for more than 14 days (consecutive or intermittently) must be processed for a SAT badge.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA. A Top Hat may be obtained at SIDA vehicle gate #20. Top Hats must be returned to gate #20 at the end of each work day.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.

- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3435 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures, i.e., fingerprint-based Criminal History Records Check (CHRC), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc., to receive a SAT badge, the person will then be authorized to approve applications for other Contractor employees under their responsibility. **Note:** If an employee of the Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT

- 3) All SAT ID badge applications are processed electronically via an online **application** process. Once the Contractor's Authorizing Signatory has been trained successfully on their responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.

- 4) As of October 1, 2010 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA Identification Badge (new/renewal/replacement/exchange)	65.00
Non-Returned Identification Badge	35.00
Reactivation of Identification Badge (Security Violation)	75.00
1 st Offense	25.00
2 nd Offense	50.00
3 rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process, including obtaining the applicant's fingerprints to conduct a CHRC, must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge will only be issued after the applicant successfully completes the SIDA class and the Airport Security Division completes the CHRC and receives an approved STA. It may take anywhere from five (5) business days to two (2) weeks before the applicant may be issued a SAT badge.
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed. Each SAT badge that is not returned to the PIO is subject to a \$75.00 non-returned badge fee.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216.
- 2) It is the sole responsibility of the tenants, airlines or contractors to select the correct training course needed for their employees. There are two types of airfield training courses: non-movement areas and movement areas. Non-movement areas are aprons and parking areas in the Airport Operation Area (AOA). No ATCT clearance is required. Movement w/Restrictions: Taxiways as well as other areas using for taxiing aircraft and aircraft parking areas. ATCT clearance is required.

- 3) To obtain an Airfield Driver's License an employee must attend an Airport sponsored drivers training class and pass a written test at the end of each class with a 90% or better. The airfield driver license can only be issued to a person passing the test.
- 4) The non-movement classes are held on every Monday and Tuesday at 9:00 a.m. and Thursday at 1:00 p.m. The movement classes are held every Tuesday at 1:00 p.m. and Thursday at 9:00 a.m. All classes must be scheduled in advance. To schedule a class call Airport Operations at 207-3475.
- 5) A valid State driver's license and a SAT Security Identification Display Area (SIDA) badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be presented at the time of the class. The copy of all three items stated must be submitted to the AOO for record on file.
- 6) You must have radio contact with FAA Air Traffic Controller to receive clearance to cross taxiways at all times.
- 7) Airfield Driver's Training Program Fees:

<u>Course</u>	<u>Amount:</u>
Non-Movement Area	\$ 15.00
Movement Area	\$ 20.00
Replacement License	\$ 10.00

We will continue sending renewal notices approximately one month in advance to assure that drivers have enough time to schedule to attend the class prior to expiration.

- 8) For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 9) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Security Office. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 10) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section. The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 11) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to the Airport Operations Office and notify Planning and Development and at the end of the return process so that the final payment to the consultants or contractors for the work involved can be processed.
- 12) Vehicles routinely operating within the Movement area shall have an operating yellow flashing light mounted on the uppermost part of the Vehicle.

EXHIBIT I TO ATTACHMENT A

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
 1. Willful destruction of property
 2. Importation or manufacture of a controlled substance
 3. Burglary
 4. Theft
 5. Dishonesty, fraud, or misrepresentation
 6. Possession or distribution of stolen property
 7. Aggravated assault
 8. Bribery
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

SAN ANTONIO AIRPORT SYSTEM

AIRPORT OPERATIONS



MEMORANDUM

TO: San Antonio International Airport Stakeholders

FROM: Ryan E. Rocha, Airport Operations Manager

CC: Tim O'Krongley, Assistant Aviation Director, File

RE: **Airfield Driver's Training Program Fees**

DATE: April 22, 2009

In an effort to improve our Airfield Driver's Training program and to offset costs, the Airport Operations Division has been charging fees for the Airfield Driver's Training classes (Non-Movement & Movement) as well as for replacement licenses as of October 1, 2008.

Fees can be paid at the Airport Operations Office beginning May 1, 2009. Tenants and companies who prefer to maintain an account for automatic deductions can do so with the Personnel Identification Office – Airport Police.

It is the sole responsibility of the tenant and/or company to select the correct training course needed for each employee. Airport Operations will schedule the employee to the course selected for the tenant and/or companies.

Payment for services is required **BEFORE** services are rendered. Acceptable forms of payment will include cash (**exact change only**), company check (for **exact amount of participants**), money order or credit card. The Personnel Identification Office – Airport Police will process all credit card payments until further notice. There will only be a partial refund of \$5.00 for replacement licenses if the license is found within 30 days of the date on the receipt.

The employee will be required to present their receipt of payment for the course to the instructor prior to the start of class. **No one will be permitted to attend the course without proof of payment.**

Non Movement – Aprons and parking areas in the Airport Operations Area (AOA). No ATCT clearance is required in these areas.

Movement w/ Restrictions - Taxiways as well as other areas of an airport that are used for taxiing aircraft & parking areas. ATCT clearance is required.

<u>Course</u>		<u>Amount</u>
Non-Movement		
Monday	1:00 p.m.	\$15.00
Tuesday	9:00 a.m.	\$15.00
Friday	9:00 a.m.	\$15.00
Movement w/Restrictions		
Thursdays	9:00 a.m.	\$20.00
Replacement License		\$10.00

All the courses start exactly at their designated times. No classes will be disrupted after it has started. **NO EXCEPTIONS**. All employees attending the driving course will be required to have their current state driver's license & security (SIDA) badge. Employees with an expired drivers license or security (SIDA) badge will not be permitted to attend the course. Please note that access by vehicles outside their leasehold area to the Airfield Operations Area (AOA) is granted on an as needed basis and adequate insurance is required before the issuance of a license. For more information on insurance coverage please contact us at 210-207-3475.

Your cooperation and support of the Airfield Driver's Training Program and the Airport Operations Division is greatly appreciated.

CITY OF SAN ANTONIO



**CRANE AND/OR TEMPORARY
CONSTRUCTION EQUIPMENT
PROCEDURES IN AND AROUND AIRPORTS
BUILDING PERMIT FORM**

Permit No. _____

Crane Co.: _____

Max Tip Height: _____

Duration of Crane: _____

Hours of Operation: _____

Address: _____

Crane Co. Signature (Print and Sign):

The purpose of the Airport Zoning ordinance is to prevent hazards to air navigation and airspace so as to protect the lives and property within the limits of San Antonio and the vicinity of airports (San Antonio International and Stinson Municipal Airports, Randolph and Lackland Air Force Bases, and Martindale and Camp Bullis Airfields). The ordinance is to prevent cranes and construction equipment from penetrating; however briefly, the City's airspace unless a special temporary authorization is obtained from the Aviation Department or the FAA. The primary considerations, before approving a crane or temporary construction equipment are the height and location/site of the equipment. The Aviation Department will decide to either approve the request or to involve the FAA based on the height and location of the equipment. The FAA's processing time is at least 60 workdays.

When using a crane or temporary construction equipment, please comply with the following:

1. Notify the Aviation Department as soon as it is decided obstruction equipment is needed for the project, but minimally 48 hours before the actual work starts. Phone numbers are 210-207-3514 and/or cell phone 210-355-2214.
2. Provide a detailed description of where the crane will be used. Use crossing or intersecting streets not an address.
3. Provide the date the equipment will be used, the hours of operation and the maximum height of the equipment.

Once approval is given, it is imperative to comply with the following:

1. The equipment will only operate during daylight hours.
2. The equipment will only operate during Visual Flight Rules (VFR) conditions, which is 3 mile visibility or greater.
3. The equipment will be lowered to the surrounding height when not in use.
4. The equipment will be obstruction flagged.

Thank you for maintaining a safe environment for the traveling public. If you have any questions please call Jim Wingate at 210-207-3514 or Alan Lopez at 210-207-3897.

E-Mail Address and phone numbers

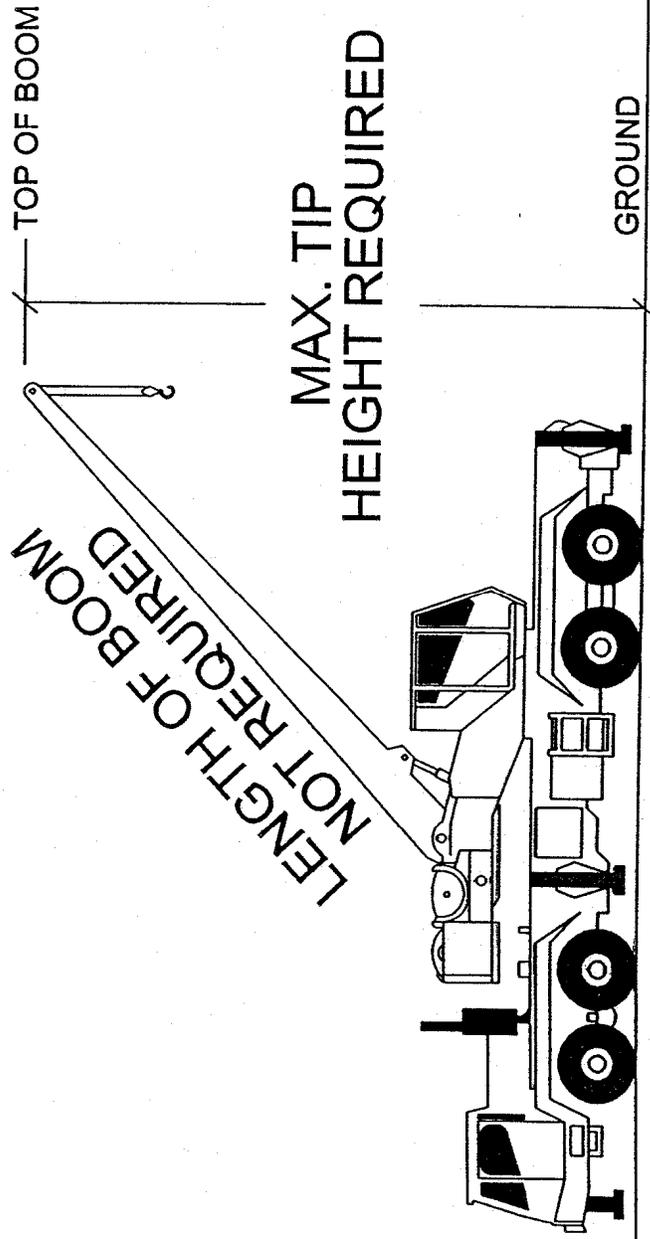
Federal Aviation Administration – www.faa.gov

Bruce Beard - 817-838-1996, bruce.beard@faa.gov fax: 817-838-1991

Jim Wingate -210-207-3514, james.wingate@sanantonio.gov fax: 210-207-3544

~~Alan Lopez - 210-207-3897, alan.lopez@sanantonio.gov fax: 210-207-3544~~

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DEFINITION OF CRANE HEIGHT

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FAA Underground Cable Notes:

Location of existing FAA control and communications cables are shown in approximate general locations. The contractor shall coordinate with appropriate representative at least 48 hours in advance prior to commencing excavation in all areas.

If contractor cuts an FAA communications cable, the following will apply:

- A. Contractor will be required to replace the cut cable between the existing pull boxes. The average distance between two pull boxes is over 2,000 L.F.
- B. All communications cable-splicing must be performed by the contractor utilizing FAA approved and certified splicers. Prior to commencing any splicing activities, an FAA representative shall be contacted to have him/her identify cable strands.
- C. After splicing, cables will be tested by the contractor for continuity and for insulation leakage (Hi-Pot test to ground), as directed by the FAA representative.
- D. The contractor shall coordinate all matters relating to FAA cables with the project manager and FAA representatives before commencing excavation or repair work.
- E. The contractor shall be required to have splice kits located on site. Kits & FAA certified splicer personnel shall be readily available in the event that any communications cables are cut or damaged. All repairs shall be initiated immediately & completed the same day.
- F. The driving of heavy equipment or machinery across existing underground cable shall be restricted to designated crossings only. All underground cable crossings shall be protected with ½" * 10' * 4' steel plates. No costs will be charged to the City. All steel plates must be removed by the contractor after the work is completed and return the field to the previous condition or better.
- G. Installation of FAA underground cables to be done in accordance with FAA-C-1391b, Installation and Splicing of Underground Cables.

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Safety Notes:

- 1) The contractor shall remain clear of all taxiways, runways, taxilanes, safety areas, non-movement areas and the tenant areas at all times.
- 2) All contaminated soil must be transported to the designated soil staging facility temporarily. If the contractor contaminates the site, the contractor must notify the City of San Antonio Aviation Department at 207-3506. The contractor must also clean the affected area at their own expense.
- 3) Any additional costs, and/or fines, charged to the City of San Antonio Aviation Department due to contractor error, or violations will be passed on to the contractor for payment.
- 4) The contractor shall provide a uniformed and licensed security guard with adequate airport badge, acceptable to the owner and a functioning telephone at the AOA gate at all times while the gate is unlocked. All personnel and vehicles requiring access to the airfield (AOA) shall comply with all requirements of the airport police.
- 5) If the project is in or next to any taxiway, taxilane or runway, the contractor must have a mobile VHF radio with ATC ground control frequency 121.9 to aid in the control of vehicles on the airfield.
- 6) All vehicles and/or equipment operating inside Air Operations Area (AOA) must be provided with an FAA approved flag on a staff and attached to the vehicle so that the flag will be readily visible. The flag shall not be less than three feet square consisting of Aviation Orange and white squares of not less than a foot of each side.

5/27/2009

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DIVISION C:
ADDITIONAL REQUIREMENTS FROM THE FAA

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BUY AMERICAN PREFERENCES: (Title 49 U.S.C. Chapter 501)

The successful bidder must comply with Title 49 U.S.C. Section 50101. Unless otherwise formally approved by the Federal Aviation Administration (FAA), all acquired steel and manufactured products installed under the AIP assisted project must be produced in the United States. Section of 50101(b) permits conditional waivers of this preference. Specifically, the FAA will consider a waiver if the bidder can demonstrate:

- (1) Applying subsection 50101(a) is inconsistent with the public interest;
- (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- (3) The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and final assembly occurs within the United States
- (4) The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

As a condition of bid responsiveness, Bidder must indicate on the Buy American certification whether it intends to meet Buy American requirements by only installing 100% United States made steel and manufactured products or if they intend to request a permissible waiver to Buy America preferences.

Waivers determinations addressed under exceptions (1) and (2) will generally be made as part of the bid solicitation. Bidder may not request a waiver under exceptions (1) or (2).

The successful bidder that desires a waiver under exception (3) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.
- For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

The successful bidder that desires a waiver under exception (4) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- Provide detailed proposal costs using domestic product(s) and the overall project cost.
- Provide detailed alternate proposal costs of the non-domestic product(s) and the overall project cost.
- If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under exception (4).

Bidder is hereby advised that Owner approval of any requested waiver is contingent upon approval by the FAA.

Buy America Certification

(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Runway 3/21 Extension-New Exit Twy, Twy Repairs, and Perimeter Rd Reconstruction - Re-Bid
AIRPORT NAME:	San Antonio International Airport
AIP NUMBER:	

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**
- The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.**

Bidder's Firm Name

Date

Signature

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the 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. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor 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 the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA 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 supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. 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. In the case of contractors, this provision binds the contractors 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.

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LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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ACCESS TO RECORDS AND REPORTS

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

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DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

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 ***[specify number]*** days from the receipt of each payment the prime contractor receives from ***[Name of recipient]***. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 ***[Name of Recipient]***. This clause applies to both DBE and non-DBE subcontractors.

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ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

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BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

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TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

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VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates..

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DAVIS BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination

within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2 Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the 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 paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate 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 Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

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EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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 on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

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	(Vol. 45 Federal Register pg. 65984 10/3/80)
Goals for female participation in each trade	(6.9%)

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 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 shall 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, 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 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 [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR 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 (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the

contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a 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 therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained

identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even

though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 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 EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall 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 the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor 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 shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

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CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

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) above, the contractor and any subcontractor responsible therefore 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 above, 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 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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 any monies 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 above.

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 section.

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CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

- a. 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;
- b. 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;
- c. 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;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.