

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR CONSTRUCTION OF**

**GRANT COUNTY AIRPORT  
IMPROVEMENTS - 2023**

**APRON PAVEMENT MAINTENANCE  
AND SLOT DRAIN CONSTRUCTION**

BIL PROJECT No. 3-35-0039-029-2023  
NMDOT – AVIATION DIVISION GRANT # SVC-23-01  
COUNTY OF GRANT, NEW MEXICO BID No. B-23-03

PREPARED FOR  
GRANT COUNTY, NEW MEXICO  
APRIL 2023

Prepared by:

**Bohannon  Huston**

Engineering  
Spatial Data  
Advanced Technologies

7500 Jefferson St., NE  
Albuquerque, NM 87109  
505-823-1000

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**GRANT COUNTY AIRPORT IMPROVEMENTS - 2023  
APRON PAVEMENT MAINTENANCE AND SLOT DRAIN  
CONSTRUCTION  
BIL PROJECT No. 3-35-0039-029-2023  
NMDOT – AVIATION DIVISION GRANT # SVC-23-01  
SPONSOR BID No. B-23-03**

**ENGINEER'S CERTIFICATION**

I, Mark D. Huntzinger, New Mexico Registered Professional Engineer No. 14185, hereby certify that these documents were prepared by me, or directly under my supervision, and are true and correct to the best of my knowledge and belief. These documents reflect the FAA Advisory Circulars in effect and released to the public as of March 10, 2023.

*Mark D. Huntzinger*

Registered Professional Engineer  
No. 14185



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**GRANT COUNTY AIRPORT**  
**Grant County Airport Improvements - 2023**  
**Apron Pavement Maintenance and Slot Drain Construction**  
**County of Grant, New Mexico**  
**BIL Project No. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**  
**County of Grant, New Mexico Bid No. B-23-03**

**Table of Contents**

V1

Table Of Contents.....	TOC-I-III
Advertisement for Bids.....	ADV-1-3
Instructions to Bidders .....	IB-1-8
Bid Forms.....	BF-1-38
Bid Forms.....	BF-2
Bid Proposal.....	BF-3-8
Contractor Information .....	BF-9
Bidders Qualification Statement .....	BF-10-12
Subcontractor Listing .....	BF-13
Certification of Bidder Regarding Registration with The Labor Enforcement Fund .....	BF-14
Subcontractor Information Form.....	BF-15-16
Bidder’s List of Quotes for The Disadvantaged Business Enterprise (DBE) Program.....	BF-17-18
Disadvantaged Business Enterprise (DBE) Utilization.....	BF-19
Disadvantaged Business Enterprise Letter of Intent.....	BF-20
Equal Opportunity Clause; Compliance Reports .....	BF-21
Contract Documents, Specifications, and Drawings Certification.....	BF-22
Buy American Certification .....	BF-23
Certificate of Buy American Compliance for Total Facility (A4.3.2).....	BF-23-25
Certifications By Submission of An Offer .....	BF-26
Certification of Offerer/Bidder Regarding Debarment (A11.3.1).....	BF-26
Certification of Lower Tier Contractors Regarding Debarment (A11.3.2).....	BF-26
Certification Regarding Lobbying (A18.3) .....	BF-26
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions (A24.3).....	BF-27
Trade Restriction Certification (A26.3) .....	BF-28
Davis-Bacon Requirements (A10.3) Contracts Exceeding \$2,000.....	BF-29-30
Non-Collusion Affidavit .....	BF-31
Bid Bond.....	BF-32-34

Campaign Contribution Disclosure Form .....	BF-35-36
Certification Regarding Debarment, Suspension, And Other Responsibility Matters .....	BF-38
Disadvantaged Business Enterprise Contract Provisions.....	DBE-1-7
Monthly Contractor DBE Participation Report Form .....	DBE-8
Notice To Contractors and Subcontractors .....	NTC-1
Subcontractors.....	SUB-1-2
Preference Application.....	PREF-1
Federal Contract Provisions .....	FCP-1-32
Access to Records and Reports (A1.3).....	FCP-2
Notice Of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (A2.3) .....	FCP-2
Breach Of Contract Terms (A3.3).....	FCP-3
Buy American Preference (A4.3.1).....	FCP-4
Certificate of Buy American Compliance for Total Facility (A4.3.2).....	FCP-4
General Civil Rights Provisions – Contracts (A5.3.1) .....	FCP-7
Title Vi List of Pertinent Nondiscrimination Acts and Authorities (A6.4.5).....	FCP-7
General Civil Rights Provisions - Lease Agreements or Transfer Agreements (A5.3.2) .....	FCP-7
Title Vi Solicitation Notice: (A6.3.1) .....	FCP-7
Title Vi Clauses for Compliance with Nondiscrimination Requirements (A6.4.1).....	FCP-8
Clean Air and Water Pollution Control (A7.3).....	FCP-9
Contract Workhours and Safety Standards Act Requirements (A8.3) .....	FCP-10
Copeland “Anti-Kickback” Act (A9.3).....	FCP-11
Davis-Bacon Requirements (A10.3).....	FCP-11-17
Certification of Offerer/Bidder Regarding Debarment (A11.3.1).....	FCP-17
Certification of Lower Tier Contractors Regarding Debarment (A11.3.2).....	FCP-17
Disadvantaged Business Enterprises (A12.3.3) .....	FCP-18-19
Texting When Driving (A13.3) .....	FCP-19
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	FCP-19
Energy Conservation Requirements (A14.3) .....	FCP-20
Equal Opportunity Clause (A16.3.1).....	FCP-20
Standard Federal Equal Employment Opportunity Construction Contract Specifications (A16.3.2) .....	FCP-21-26
Federal Fair Labor Standards Act (Federal Minimum Wage) Solicitation Clause (A17.3) ..	FCP-26
Certification Regarding Lobbying (A18.3) .....	FCP-26

Prohibition of Segregated Facilities (A19.3).....	FCP-27
Occupational Safety and Health Act of 1970 Contract Clause (A20.3).....	FCP-27-28
Procurement of Recovered Materials (A21.3).....	FCP-28
Rights to Inventions (A22.3).....	FCP-28-29
Seismic Safety-Construction Contracts (A23.3.2).....	FCP-29
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions (A24.3).....	FCP-29-30
Termination for Convenience (Construction & Equipment Contracts) (A25.3.1).....	FCP-30-31
Termination for Default (Construction) (A25.3.2).....	FCP-31
Trade Restriction Certification (A26.3).....	FCP-31-32
Veteran’s Preference (A27.3).....	FCP-32
Certification Regarding Domestic Preferences For Procurements (A28.3).....	FCP-31-32
Buy American Preference and Build America, Buy America (BABA) Act Information .....	BA-1 - 3
Federal Wage Rates.....	FWR-1-9
State Wage Rates, Public Works Project Requirements, and NM Department of Workforce Solutions Forms.....	SWR-1-12
Notice of Award.....	NOA-1-2
Contract.....	CONTRACT-1-4
Insurance.....	INS-1-3
Authorized Signature Form.....	SIG-1
Certificate.....	CERT-1
Performance Bond.....	PB-1-3
Labor and Material Payment Bond.....	LMB-1-2
Emergency Contact List.....	EC-1
Affidavit Regarding Settlement of Claims.....	CLM-1-2
Special Conditions.....	SC-1 - 18
FAA General Provisions.....	GP-1 - 47
Construction Safety and Phasing Plan.....	SP-1 - 17
A-101 Construction Surveying by Contractor.....	A-101-1 - 2
A-103 Contract Closeout.....	A-103-1 - 4
A-104 Submittals.....	A-104-1 - 5
C-105 Mobilization.....	C-105-1 - 2
D-701 Pipe for Storm Drains and Culverts.....	D-701-1 - 4
D-702 Slotted Drains.....	D-702-1 - 3
P-608-R Rapid Cure Seal Coat.....	P-608R-1 - 8

P-605 Joint Sealants for Pavements ..... P-605-1 - 4  
P-620 Runway and Taxiway Marking..... P-620-1 - 6  
S-190 Pavement Marking Removal..... S-190-1 - 2

Drawings  
6 sheets

The bidder shall certify on the form provided that they have examined the documents received in paper or electronic form contains the complete document by verification of the documents to the Table of Contents.



**ADVERTISEMENT FOR BIDS**  
**Grant County Airport Improvements - 2023**  
**Apron Pavement Maintenance and Slot Drain Construction**  
**County of Grant, New Mexico**  
**BIL PROJECT NO. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**  
**Bid No. B-23-03**  
**v1**

The County Commission of the Grant County, New Mexico will receive sealed bids for construction of the Grant County Airport Improvements - 2023, until 3:00 p.m. (local time) May 25, 2023, at the Grant County Manager's Office, at which time bids will be publicly opened, read aloud and tabulated. Bids should be addressed to:

Veronica Rodriguez  
Chief Procurement Officer  
1400 Highway 180 East  
Silver City, New Mexico, 88061  
575-574-0016

Copies of plans and specifications together with contract documents are available for public inspection at the office of the Veronica Rodriguez, Chief Procurement Officer, 1400 Highway 180 East, Silver City, New Mexico, 88061.

Electronic copies of the bidding documents are available from Bohannon Huston at: <https://bhitracker.bhinc.com/BiddingList.aspx> or clicking on "Bid Tracker" at: <https://www.bhinc.com/tracker-portal/> under Grant County Airport Apron Pavement Maintenance and Slot Drain Construction. No cost registration is required to see the bidding documents.

Technical questions should be addressed to the engineer of record at Bohannon Huston at (505) 823-1000.

Each bidder shall be prepared to furnish the owner with satisfactory evidence of their competency to perform the work contemplated.

Each bidder will be required to submit with their bid, a certified check, cashier's check or bid bond in the amount of 5% of their bid, made payable to the Grant County.

The County Commission agrees to carefully canvass and consider each bid submitted. In consideration thereof, no bids may be withdrawn after the scheduled closing time for receipt of bids for at least 60 calendar days.

Minimum wage rates on this project shall not be less than the rates in the U.S. Department of Labor Wage Rate Decision No. NM20230036 or the New Mexico Department of Workforce Solutions, GR-23-1087-A whichever is the higher for each trade or labor classification.

The following federal contract provisions apply to this contract and are incorporated by reference, the complete language and applicability are contained in the bid documents:

Access to Records and Reports

Affirmative Action Requirement  
Breach of Contract  
Buy American Preferences  
    (1) Buy American Statement  
    (2) Construction  
Civil Rights – General  
Civil Rights - Title VI Assurances  
    (1) Notice - Solicitation  
    (2) Clause - Contracts  
    (6) List – Pertinent Authorities  
Clean Air/Water Pollution Control  
Contract Work Hours and Safety Standards  
Copeland Anti-Kickback  
Davis Bacon Requirements  
Debarment and Suspension  
Disadvantaged Business Enterprise  
Distracted Driving  
Domestic Preferences for Procurements  
Equal Employment Opportunity  
    (1) EEO Contract Clause  
    (2) EEO Specification  
Federal Fair Labor Standards Act  
Foreign Trade Restriction  
Lobbying Federal Employees  
Occupational Safety and Health Act  
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment  
Prohibition of Segregated Facilities  
Recovered Materials  
Right to Inventions  
Seismic Safety  
Tax Delinquency and Felony Conviction  
Termination of Contract  
Termination For Convenience (Construction & Equipment Contracts)  
Termination For Cause (Construction)  
Veteran's Preference

**Project Description:**

The project consists of the rehabilitation of the General Aviation apron by sealer/rejuvenator, crack filling, and new markings. Additionally, a slot drain will be constructed under this contract.  
FAA grant name: Seal Apron Pavement Surface/Pavement Joints

The work requires the following licenses from New Mexico Construction Industries Division:  
Runway and taxiway Construction: GF-1 – Fixed Works, Airports or GF-98 – Fixed Works,  
Construct, alter, or repair fixed works facilities.

These licenses will be required at the time bids are opened by any contractor bidding on this work.

The procurement code, Sections 13-1-28 through 13-1-199, NMSA 1978 (as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Grant County, New Mexico

Published On: April 25, 2023, Silver City Daily Press, Vendor Registry



**INSTRUCTIONS TO BIDDERS**  
**Grant County Airport Improvements - 2023**  
**Apron Pavement Maintenance and Slot Drain Construction**  
**County of Grant, New Mexico**  
**BIL Project No. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**  
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**v1**

The procedures and requirements contained within these documents do not amend or revise any federal requirements and that any conflict with federal rules, procedures or law the federal rules, procedures or law shall prevail.

**LOCATION AND EXTENT OF WORK**

1. The work is sponsored by the Grant County, New Mexico and is located at the Grant County Airport. The airport is located at 188 Airport Road Hurley NM, 88043.
2. The project consists of the rehabilitation of the General Aviation apron by sealer/rejuvenator, crack filling, and new markings. Additionally, a slot drain will be constructed under this contract. FAA grant name: Seal Apron Pavement Surface/Pavement Joints

**CONDITIONS OF BID**

All bids must be made on the blank form in ink on the bid forms prepared by the Sponsor as a part of these documents and must give the price on each item in numerals. Use of the Excel file included on the “Bid Tracker” section of the Bohannon Huston website (<https://www.bhinc.com/tracker-portal/>) is encouraged.

The bidder must sign the bid correctly in ink. If the bid is offered by an individual, their name, office and address must be shown. If made by a firm or partnership, the name, office and address of each member of the firm or partnership must be given; if offered by a corporation, the person signing the bid must give the name of the state under the laws which the corporation was chartered and the name, titles and business address of the president, secretary and the treasurer. Anyone signing a bid as agent must file legal evidence of their authority to do so and that the signature is binding upon the firm or corporation.

Evidence of appropriate licensing under the New Mexico Construction Industries Licensing Act for the construction shall be submitted to the Sponsor with each bid for the appropriate classification of work.

For prime contracts valued at more than \$60,000 and subcontracts valued at more than \$60,000, registration with the Labor Enforcement Fund of the New Mexico Department of Workforce Solutions by the prime contractor and subcontractors is required at the time of bidding.

Any corporation not incorporated in New Mexico must give the name and address of its agent for service for process and must have a registered agent in New Mexico at the time of the bid opening.

The Owner will evaluate bids and reserves the right to award a Contract at the owner's sole discretion. All items of work within are tied together and a bid will be required for all items on the bid schedule.

#### CONTRACT PLANS AND SPECIFICATIONS

The owner and engineer of record have issued these documents in electronic form. Bidders shall ensure that paper or electronic version they possess contain the complete contract plans and specifications by verification of the documents against the Table of Contents.

#### BID DOCUMENTS REQUIRED

Only these forms need to be submitted with the bid.

The following certifications and executed documents are required as part of a valid bid:

##### Bid Forms

Pages BF-2 through BF-38 contain all the forms required to be submitted with the bid:

- Bid Proposal
- Contractor Information
- Bidders Qualification Statement
- Subcontractor Listing
- Certification of Bidder Regarding Registration with the Labor Enforcement Fund (prime and subcontractors meeting the \$60,000 threshold)
- Subcontractor Information Form (**complete for each listed subcontractor**)
- Bidder's List of Quotes for the Disadvantaged Business Enterprise (DBE) Program
- DBE Utilization (include evidence of Good Faith Efforts if required)
- Disadvantaged Business Enterprise Letter of Intent (**complete for each DBE**)
- Equal Opportunity Clause; Compliance Reports
- Contract Documents, Specifications and Drawings Certification
- Certificate of Buy American Compliance for Manufactured Products or Total Facility
  - Certificate of Buy American Compliance for Total Facility
- Certifications by Submission of An Offer
  - Trade Restriction Certification
  - Davis-Bacon Requirements
  - Certification of Offerer/Bidder Regarding Debarment
  - Certification of Lower Tier Contractors Regarding Debarment
  - Certification Regarding Lobbying
- Non-Collusion Affidavit
- Bid Bond
- Campaign Contribution Disclosure Form

#### INFORMATION CONCERNING CONDITIONS

1. Bidders must satisfy themselves by personal examination of the proposed work and by such other means as they may desire with respect to all of the conditions and quantities of the work. The quantities shown in the Bid Proposal are estimates for the purpose of bid comparisons only. Bidders are requested to visit the site and to note all conditions affecting the work.
2. Payment will be made only for the actual quantities measured, accepted and incorporated into the work.
3. Water required for construction shall be the sole responsibility of the Contractor.

## BONDS

1. The successful bidder will provide the Sponsor with construction and labor and materials payment bonds each in the amount of one hundred percent (100%) of the total contract amount on the form attached hereto, Section 13-4-18, NMSA 1978 (as amended). All bonds, including any Bid Bond must be with a surety and guaranty company authorized to do business in the State of New Mexico and acceptable to the Sponsor, and shall be listed as a surety company acceptable for Federal Bonds by the U.S. Department of the Treasury as published in the Federal Register Circular 570, current Revision, and shall be able to cover construction contracts in excess of One Million Dollars (\$1,000,000). For contracts less than \$100,000, in lieu of Labor and Material Payment Bonds, a Contractor may provide a cash escrow account or a letter of credit from a New Mexico Commercial Banking Institution acceptable to the Owner and naming the Owner as payee of 100% of the contract amount, including any increases thereto.
2. Gross Receipts Tax Surety Bond. Section 7-1-55 NMSA 1978 provides that any person engaged in the construction business who does not have its principal place of business in New Mexico and enters into a prime construction contract to be performed in this state, the gross receipts taxes to be paid on which would be in excess of \$50,000, shall at the time such contract is entered into, furnish the Secretary of the New Mexico Taxation and Revenue Department or the Secretary's delegate with a surety bond, or other acceptable security, in a sum equivalent to the gross receipts to be paid under the Contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978, plus the applicable rate of local gross receipts taxes, to secure payment of the tax imposed on the gross receipts from the Contract, and shall obtain a certificate from the Secretary of the New Mexico Taxation and Revenue Department or the Secretary's delegate that the requirements of this section have been met.

For this contract, with the current Gross Receipts Tax rate of 6.4375%, a bid in excess of \$776,700 requires the Contractor to furnish the bond and provide the certificate to the Secretary of the New Mexico Taxation and Revenue Department and County.

3. First Tier Subcontractor requirements. All first tier subcontractors with a bid value \$125,000 or greater shall provide a payment and performance bond to the prime contractor, at the subcontractors expense in the amount of 100% of the subcontract value. The bonds shall be delivered to the prime contractor at the time the subcontract is executed. A copy of the bonds shall be attached to the prime contract between the prime contractor and the owner at the time the prime contract is executed. The bonds shall be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code, be a surety listed in the US Treasury Circular 570 and name the prime contractor as the obligee.
4. Prime contractors shall inform all subcontractors submitting a bid exceeding the threshold amount of \$125,000 of the requirement for bonds, and include the bonding requirement in the body of the agreement between the prime contractor and subcontractor and clearly state that the subcontractor is responsible for payment of the bonds and the amount required to be bonded.

## TIME ALLOWED FOR SIGNING CONTRACT

The successful bidder(s) will be allowed ten (10) calendar days after the date on which the contract is awarded by the Sponsor, within which to deliver to the Sponsor the signed contract together with the required bonds.

#### BID GUARANTEE

1. Each bid must be accompanied by a certified check, cashier's check on any solvent bank authorized to do business in the State of New Mexico or bid bond in an amount of five percent (5%) of their maximum total bid payable to the Grant County, Section 13-1-146 through 148, NMSA 1978 (as amended). Sureties providing Bid Bonds must be listed as a surety acceptable for Federal Bonds by the U.S. Department of the Treasury as published in Federal Register 570, Current Revision. Failure to provide an acceptable bid guarantee will be cause for rejection of the Bid.
2. The checks or bid bonds of unsuccessful bidders, except the two apparent low bidders will be returned promptly after the acceptance by the Sponsor of the successful bid. The check or bid bond of the two apparent low bidders will be returned immediately after execution of the contract and construction bond. If the apparent low bidder should refuse to execute a contract for the performance of the work, then the amount of the certified check or bid bond shall be forfeited to the Grant County.

#### COMPARISON OF BIDS

All bids will be compared on the basis of the items and quantities listed in the bid. All unit price items will be measured in place and final payment will be based on those final measurements of work actually completed and accepted. The prices called for in the bid shall provide for full completion of the project in accordance with the plans and specifications. No additional payment will be made unless extra work is authorized by written order.

#### COLLUSION

No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firm or individual shall be cause for rejection of all such bids without consideration. The enclosed Non-Collusion Affidavit, page BF-31 must be executed along with the Bid Proposal. The Bid Bond is also forfeited.

#### PRESENCE AT BID OPENING

Pursuant to the State of NM Procurement Code Section 13-1-107 NMSA 1978, Bidders may be represented at the opening of bids.

#### CONTRACT TIME AND LIQUIDATED DAMAGES

The number of days with which, or the dates by which the Work is to be completed and ready for final payment (the Contract Time) is to be in calendar days as set forth in the Bid Proposal starting from the Notice to Proceed date. Provisions for liquidated damage are set forth in the General Provisions and/or Special Conditions and Bid Proposal.

The contract construction time includes any specification required periods of waiting time (such as the time between the seal coat and the application of markings).

Liquidated damages can be imposed based on the overall contract time and by identified work areas/General Provisions Section 80-08 Segments.

#### DELIVERY OF BID



Each bid submitted shall be sealed and plainly marked "Grant County Airport Improvements - 2023, Apron Pavement Maintenance and Slot Drain Construction, BIL Project No. 3-35-0039-029-2023, NMDOT – Aviation Division Grant No. SVC-23-01, County of Grant, New Mexico Bid No. B-23-03", and Bid of (name and address of bidder), the time and date bids are to be received, and acknowledgment of addenda clearly indicated on the outside of the envelope. Bids may be mailed or handed to the Purchasing Agent in person. All bids must be filed prior to the time and at the place specified in the Advertisement for Bids.

#### WITHDRAWAL OF BIDS

1. A bidder will be permitted to withdraw their bids unopened provided their written request for withdrawal is received prior to the time specified for opening bids.
2. The Sponsor will require time to study bids received and to obtain concurrence of the Federal Aviation Administration for award of contract. Therefore, no bids may be withdrawn after scheduled closing time for receipt of bids for 60 calendar days.

#### FEDERAL PARTICIPATION AND REQUIREMENTS ON NON-DISCRIMINATION

1. The attention of bidders is invited to the fact that pursuant to the provisions of the Act of Congress known as the FAA Modernization and Reform Act of 2012, the United States Government may pay a portion of the cost of this improvement. The above Act of Congress provides that the construction work and labor in each state shall be done in accordance with the laws of the State subject to the inspection and approval of the FAA and in accordance with the rules and regulations made pursuant to said Act. The construction work; therefore, shall be subject to such inspection by representatives of the Federal Aviation Administration as may be deemed necessary to meet with above requirements when Federal Funds are used, but such inspection will in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder. This project will be subject to any federal audit requirements as a result of the federal funding and all parties agree to willingly participate in said federal audits, if any.
2. Bidders will be required to comply with all requirements of the Federal Wage and Labor Standards contained in the Bidding and Contract Documents.
3. The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the equal opportunity clause.

The Bidder (Proposer) must supply all the information required by the bid or proposal form.

#### FUNDING AGENCY REQUIREMENTS

Federal Aviation Administration (FAA), New Mexico Department of Transportation (NMDOT) - Aviation Division and Local funds will be utilized to complete the work and therefore all work is subject to FAA, NMDOT Aviation Division and Local Requirements included or referenced in these Documents.

#### EXECUTION OF CONTRACTS

The contract documents shall be executed in four (4) counterparts and shall be distributed as follows:

Owner (Sponsor)	2 Copies
Engineer	1 Copy – electronic copy
Contractor	1 Copy
Bonding Company	1 Copy (provided to Contractor for forwarding to Bonding Company)
FAA	1 Copy – electronic copy

#### GUARANTEE PROVISION

1. The Contractor shall guarantee under bond, all work constructed under this contract against defective materials and workmanship for a period of one (1) year following its acceptance.
2. The warranty for all light-emitting diode (LED) light fixtures, with the exception of obstruction lighting, (Advisory Circular (AC) 150/5345-43) must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

#### FINAL ACCEPTANCE

Acceptance of the project by the Sponsor constitutes final acceptance and establishes the beginning of the guarantee period.

#### PAY ITEMS

Payment for all work and materials incidental to items listed in the bid proposal shall be included in the contract price for the item to which the work applies, whether a different payment basis is included in the technical specifications or not. All unit price items will be measured in place and final payment will be based on those final measurements of work actually completed, measured, and accepted.

#### AWARD OF CONTRACT

One contract is anticipated from this solicitation.

The Owner reserves the right to reject any or all bids or waive any or all technicalities and the right to disregard all non-conforming or conditional bids or counter proposals.

If a Contract(s) is awarded, it will be awarded to the lowest responsive, responsible bidder for the work shown on the Bid Proposal provided, however, that if the bid is a unit price proposal and there is a discrepancy between the amount shown as the Bid Amount and the actual total amount of the bid items determined by multiplying the unit price shown for each bid item by the estimated quantity shown for the bid item and adding each such amount, it will be awarded to the lowest responsible Bidder on the actual total amount of the bid items.

New Mexico Resident Veteran Business Certification number: Not applicable this project as federal funding is anticipated for the project. (remove if no federal funds)

If this is a bid with Resident Contractor or Resident Veteran preference, Attach copy of the certificate issued by the New Mexico Taxation and Revenue Department pursuant to section 13-1-22 NMSA 1978.

#### GROSS RECEIPTS TAX

New Mexico Statutes requires that the bid amount (unit prices) exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract. Section 13-1-108, NMSA 1978 (as amended).

#### PROCUREMENT CODE

The procurement code, Sections 13-1-28 through 13-1- 199, NMSA 1978 (as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### ADDENDA

1. Any addenda issued during the time of bidding or forming a part of the Contract Documents issued to the Bidder for the preparation of this Bid shall be covered in the Bid and shall be made a part of the contract. Receipt of each Addendum shall be acknowledged in the Bid.
2. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Addenda will also be posted on the Owner's web site and on the "Bid Tracker" section of the Bohannon Huston website (<https://www.bhinc.com/tracker-portal/>). Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
3. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner and Engineer. Addenda shall be attached to the front cover of this contract and specifications book and shall become a part of the Contract Documents.

#### VARIANCE BETWEEN LANGUAGE

In the event of any variance between the language or terms used in either the Advertisement or the Instructions, the Advertisement shall control.

#### SUFFICIENT APPROPRIATIONS

As the project is based upon anticipated receipt of federal and state funds, all of which cannot yet be formally committed, the award of the Project is contingent upon the receipt of said funding. The County of Grant, New Mexico believes, in good faith, that all funding will be forthcoming and that the construction will be conducted in an integrated period.

#### CONTRACTOR LICENSE

At the time of bidding, the Proposer must hold the appropriate Contractor's license or have a qualifying party who holds the appropriate Contractor's license identified in the Bidders Qualification Statement.

The General Construction Classifications contained in Title 14, Chapter 6, Part 6, paragraph 14.6.6.9 of the New Mexico Administrative Code will be used to determine the appropriate contractor's license classification required for the project based on the scope and location of the work. Failure to hold the appropriate license makes the bid non-responsive.

A proposer can submit with their bid, a letter from the Construction Industries Division of the Regulation and Licensing Department of the State of New Mexico stating the license held by the proposer is acceptable for the project. This letter must include the project name, location, and scope of work; and the licenses held by the proposer.

The work requires the following licenses from New Mexico Construction Industries Division:  
Runway and taxiway Construction: GF-1 – Fixed Works, Airports or GF-98 – Fixed Works, Construct, alter, or repair fixed works facilities.

## FEDERAL CONTRACT PROVISIONS

The following federal contract provisions are incorporated by reference, the complete language is contained in the bid documents:

- Access to Records and Reports
- Affirmative Action Requirement
- Breach of Contract
- Buy American Preferences
  - (1) Buy American Statement
  - (2) Construction
- Civil Rights – General
- Civil Rights - Title VI Assurances
  - (1) Notice - Solicitation
  - (2) Clause - Contracts
  - (6) List – Pertinent Authorities
- Clean Air/Water Pollution Control
- Contract Work Hours and Safety Standards
- Copeland Anti-Kickback
- Davis Bacon Requirements
- Debarment and Suspension
- Disadvantaged Business Enterprise
- Distracted Driving
- Domestic Preferences for Procurements
- Equal Employment Opportunity
  - (1) EEO Contract Clause
  - (2) EEO Specification
- Federal Fair Labor Standards Act
- Foreign Trade Restriction
- Lobbying Federal Employees
- Occupational Safety and Health Act
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Prohibition of Segregated Facilities
- Recovered Materials
- Right to Inventions
- Seismic Safety
- Tax Delinquency and Felony Conviction
- Termination of Contract
- Termination For Convenience (Construction & Equipment Contracts)
- Termination For Cause (Construction)
- Veteran's Preference

**BID FORMS**

Contractor Name: \_\_\_\_\_

**Grant County, New Mexico**  
**Grant County Airport Improvements - 2023**  
**Apron Pavement Maintenance and Slot Drain Construction**  
**County of Grant, New Mexico**  
**BIL Project No. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**  
**County of Grant, New Mexico**  
**Bid No. B-23-03**  
**v1**

**BID FORMS**

Contractor Name: \_\_\_\_\_

Pages BF-2 through BF-38 contain all the forms required to be submitted with the bid:

Bid Forms

- Bid Proposal
- Contractor Information
- Bidders Qualification Statement
- Subcontractor Listing
- Certification of Bidder Regarding Registration with the Labor Enforcement Fund (prime and subcontractors meeting the \$60,000 threshold)
- Subcontractor Information Form **(complete for each listed subcontractor)**
- Bidder's List of Quotes for the Disadvantaged Business Enterprise (DBE) Program
- DBE Utilization (include evidence of Good Faith Efforts if required)
- Disadvantaged Business Enterprise Letter of Intent **(complete for each DBE)**
- Equal Opportunity Clause; Compliance Reports
- Contract Documents, Specifications and Drawings Certification
- Certificate of Buy American Compliance for Manufactured Products or Total Facility
  - Certificate of Buy American Compliance for Total Facility
- Certifications by Submission of An Offer
  - Trade Restriction Certification
  - Davis-Bacon Requirements
  - Certification of Offerer/Bidder Regarding Debarment
  - Certification of Lower Tier Contractors Regarding Debarment
  - Certification Regarding Lobbying
- Non-Collusion Affidavit
- Bid Bond
- Campaign Contribution Disclosure Form

# **BID PROPOSAL**

**Grant County, New Mexico  
Grant County Airport Improvements - 2023  
Apron Pavement Maintenance and Slot Drain Construction  
County of Grant, New Mexico  
BIL Project No. 3-35-0039-029-2023  
NMDOT – Aviation Division Grant No. SVC-23-01  
County of Grant, New Mexico Bid No. B-23-03  
v1**

To The County Commission  
Grant County  
Silver City, New Mexico 88061

Pursuant to the request for bids to be opened as specified in the Invitation for Bids, at the Grant County Manager's Office, for the above project, the Contractor proposes to complete all work, including furnishing of all labor and materials, except as otherwise noted, in accordance with the Plans and Specifications for the prices included herein.

The BIDDER, in submitting this Bid, assures a complete understanding and representation of the following:

BIDDER declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose; that the proposal is in all respects fair and without collusion or fraud; that they have carefully read and agrees to all the stipulations contained in the Invitation For Bids and Instructions to Bidders relating to construction of the project and has executed the Affidavit.

BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

BIDDER understands the Federal Mandatory Contract provisions regarding Wage and Labor requirements and regarding DBE requirements and is complying with said requirements and has executed such certifications required on pages BF 14-28 within the Bid Proposal. The Federal and State wage rate decisions governing this Project, and included herein, have been considered and Bid prices reflect all considerations thereof.

BIDDER proposes and agrees, if this proposal is accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, services and supplies to perform all the work specified in the Agreement, Plans and Specifications, insofar as they relate to the work covered by the proposal, to complete the same within the time stipulated herein, and to accept in full payment therefore at the unit prices stipulated in the bidding sheet(s) hereto attached for the actual quantities installed.

The BIDDER further agrees that they will execute a contract in accordance with the proposal as accepted within ten (10) calendar days from the date of giving written notice of award of contract. They will secure the required insurance and furnish the required bonds within the

required ten (10) days following notice of award. The BIDDER also agrees upon failure or refusal to do so within said time, the proposal guarantee accompanying this proposal shall become the property of the OWNER as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the OWNER. If said BIDDER shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, their check shall be returned to them within five (5) working days thereafter, and the BIDDER's bond, if furnished, shall become void.

Quantities shown in this unit price bid proposal are estimates to be used for the purpose of comparing bids. Actual payment will be made on the basis of quantities confirmed by the Engineer as constructed, measured and accepted.

By submitting a bid the contractor certifies that they are competent to complete the work in all respects, including commitment of sufficient equipment, support, personnel and resources within the time specified.

By submitting a bid the contractor certifies that they have read and understand the contractors obligations pursuant to implementation of Quality Control (Contractor) and Airfield Safety programs and plans presented in the Contract Documents, Special Provisions, General Provisions and Technical Specifications, and that they understand that the work may be suspended, and the contract time continue to accrue, for failure to implement such programs.

The estimated quantities and schedule of bid prices are as follows: (There is a fillable Excel file on the BHI Tracker that can be used and submitted with the bid.)



Grant County/ Silver City  
 Airport  
 Apron Pavement Maintenance and Slot Drain  
 FAA AIP: 3-35-0039-029-  
 2023  
 NMAD Grant No: SVC-23-01

CONTRACTOR  
 NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 PHONE \_\_\_\_\_

			UNIT PRICE BID PROPOSAL			
BID ITEM NO.	SPECIFICATION ITEM NUMBER	ITEM DESCRIPTION	UNIT TYPE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT

<b>BASE BID</b>						
1	C-105	Mobilization	LS	1	\$	\$
2	SP-1	Safety Plan Compliance	LS	1	\$	\$
3	P-605-5.1	Joint Sealing Filler	LBS	11,900	\$	\$
4	P-608-R-8.1	Asphalt Surface Treatment	SY	24,400	\$	\$
5	P-620-5.1	Final Marking	SF	360	\$	\$
6	P-620-5.2	Reflective Media Type I	LBS	36	\$	\$
7	P-620-5.3	Marking Layout	LS	1	\$	\$
8	D-701-5.1	HDPE Solid Pipe (10 inches - diameter)	LF	107	\$	\$
9	D-702-5.1	Slotted Drains (10 inches - diameter)	LF	60	\$	\$
10	S-190-6.1	95% Pavement Marking Removal	SF	170	\$	\$
		<b>TOTAL BASE BID ITEMS 1 - 10</b>				\$
<b>Base Bid Total in words:</b>						\$
<b>NMGRT Rate</b>	<b>6.4375%</b>	<b>BASE BID NMGRT</b>				\$

**TOTAL BASE BID  
with NMGRT**

--	--

Bidder agrees that the period of performance under this project will be completed within the awarded number of calendar days of said time commencing on the date of Notice to Proceed with Construction and the contract time includes any specification required periods of waiting time (such as the time between the seal coat and the application of markings).

The Notice to Proceed with Construction is expected to be issued after the fire season ~ September 2023.

Liquidated damages in the amount of Coordinate with GP 80-08 for each calendar day the work remains incomplete from the established completion date will be assessed in accordance with Section 80 of the General Provisions.

Bidder further agrees to hold this proposal open for consideration and acceptance by the Owner for 60 calendar days.

Bidder acknowledges receipt of Addenda

No. 1 \_\_\_ No. 2 \_\_\_ No. 3 \_\_\_ No. 4 \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

New Mexico Contractor License Number(s) and Classification(s):

\_\_\_\_\_

New Mexico Resident Contractor/Business/New Mexico Native American Resident Business Certification number: Not applicable this project as federal funding is anticipated for the project.

New Mexico Resident Veteran Business Certification number: Not applicable this project as federal funding is anticipated for the project.

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
(print name & signature)

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CORPORATE SEAL

CORPORATE DATA:

PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

NEW MEXICO REGISTERED AGENT (if not a New Mexico Corporation)

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**Grant County, New Mexico  
Grant County Airport Improvements - 2023  
Apron Pavement Maintenance and Slot Drain Construction  
County of Grant, New Mexico  
BIL Project No. 3-35-0039-029-2023  
NMDOT – Aviation Division Grant No. SVC-23-01  
County of Grant, New Mexico Bid No. B-23-03  
v1**

**CONTRACTOR INFORMATION**

Prime Contractor:
Address:
Telephone No.:
Fax No.:
E-mail address:
North American Industry Classification System (NAICS) code(s):
Federal Employee Identification Number:
Contractor's DUNS:
Contractor's Unique Entity Identifier (UEI) (available from SAM.GOV):
DBE/Non-DBE: Yes / No (if yes - provide NMDOT DBE Certificate number and expiration date)
Small Business: Yes / No
Annual Gross Receipts:

## BIDDERS QUALIFICATION STATEMENT

Project Title: Grant County Airport Improvements - 2023, Apron Pavement Maintenance and Slot Drain Construction

Submitted by: \_\_\_\_\_  
(print or type name of bidder)

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

The undersigned certifies the truth and correctness of all statements and of all answers to the following questions:

1. How many years has your organization been in business as a N.M. licensed contractor? \_\_\_\_\_
2. How many years has your organization been in business under its present name? \_\_\_\_\_
3. If a corporation, answer the following:
  - a. Date of Incorporation: \_\_\_\_\_
  - b. State of Incorporation: \_\_\_\_\_
  - c. President's Name: \_\_\_\_\_
  - d. Vice President's Name: \_\_\_\_\_
  - e. Secretary or Clerk's Name: \_\_\_\_\_
  - f. Treasurer's Name: \_\_\_\_\_
4. If individual or partnership, answer the following:
  - a. Date of Organization: \_\_\_\_\_
  - b. Name and Address of all Partners: (state if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals:  
\_\_\_\_\_  
\_\_\_\_\_

6. Do you plan to subcontract any part of this project? \_\_\_\_\_ if so, give details:  
Subcontracting of services shall also be listed (i.e. survey, SWPPP preparation, materials testing):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Licenses: List the Names, New Mexico License Number, and classifications for the following categories of work (indicate N/A if not applicable to this contract):

General Contractor \_\_\_\_\_  
Electrical Contractor \_\_\_\_\_  
Materials Testing Laboratory \_\_\_\_\_  
Surveyor \_\_\_\_\_  
Other Licenses \_\_\_\_\_  
\_\_\_\_\_

8. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its

own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project:

9. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; and any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project:

10. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date or completed within the past two (2) years.

11. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years:

12. List name, address and telephone number of reference for each project listed under items 10 and 11 above:

13. List name and construction experience of the principal individual of your organization:

14. List the states and categories of construction in which your organization is legally qualified to do business:

15. List name, address and telephone number of an individual who represents each of the following and who may be contacted for a financial reference:

- a. A surety: \_\_\_\_\_
- b. A bank: \_\_\_\_\_
- c. A major material supplier

If requested as part of the bid analysis, provide a financial statement, prepared on an accrual basis, in a form, which clearly indicated Bidder's assets, liabilities and net worth. Failure to provide the requested information within 5 calendar days of the request may result in rejection of the bid:

- a. Date of Financial Statement: \_
- b. Name of Firm preparing Statement: \_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Bidder: \_\_\_\_\_  
(print or type name of bidder)

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

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

Contact e-mail address: \_\_\_\_\_

(Seal, if Corporation)





**CERTIFICATION OF BIDDER REGARDING REGISTRATION WITH THE LABOR ENFORCEMENT FUND  
(13-4-13.1 NMSA 1978)**

BIDDER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Reference: Public Works Contracts - Registration of Contractors and Subcontractors

Prime Contractor (required for bids of greater than \$60,000)  
 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS  
 CONTRACTOR REGISTRATION NO. \_\_\_\_\_ Expiration date  
 \_\_\_\_\_

The bidder certifies that they and all proposed subcontractors with an estimated subcontract value of more than \$60,000, hold valid registration with the Labor Relations Division of the New Mexico Department of Workforce Solutions (<https://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>) Further, the bidder certifies that all registrations will remain valid until the date of the bid opening as published in the Advertisement to Bid or as amended in any Addendum to these documents.

**Subcontractor Listing with Contractor Registration Information**

Subcontractor Name	Contractor Registration Number	Expiration Date	Estimated Sub-Contract Value

Use additional sheets as needed.

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

\_\_\_\_\_  
 Name and Title of Signer (Please Type)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

**Grant County, New Mexico**  
**Grant County Airport Improvements - 2023**  
**Apron Pavement Maintenance and Slot Drain Construction**  
**County of Grant, New Mexico**  
**BIL Project No. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**  
**County of Grant, New Mexico Bid No. B-23-03**  
**v1**

Prime Contractor Name: \_\_\_\_\_

**SUBCONTRACTOR INFORMATION FORM**  
**Copy and complete for each listed subcontractor**

Subcontractor Name: \_\_\_\_\_

Address/Place of business: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_

Business e-mail address: \_\_\_\_\_

Work Category: \_\_\_\_\_

License Number: \_\_\_\_\_

Federal Employee Identification Number: \_\_\_\_\_

DUNS: \_\_\_\_\_

SAM.GOV Unique Entity Identifier (UEI): \_\_\_\_\_

North American Industry Classification System (NAICS) code(s): \_\_\_\_\_

DBE/Non-DBE: Yes / No (if yes - provide NMDOT DBE Certificate number and expiration date)

Small Business: Yes / No

Description of the work to be performed/service to be provided:

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

Age of Firm: \_\_\_\_\_

Annual Gross Receipts (check category):

Less than \$500,000	
\$500,000 to \$1 million	
\$1 million to \$2 million	
\$2 million and greater	

Approximate Value of Subcontract: \_\_\_\_\_

Notes on the Subcontractor Information Form:

- Complete a separate form for each subcontractor (no dollar limit) and submit with the bid.
- Under the New Mexico Subcontractors Fair Practices Act, a subcontractor performs work or labor or renders a service in or about the construction project.
- Under the DBE program, a subcontractor includes subcontractors and any suppliers of materials with whom the contractor has direct contact.

**Grant County, New Mexico  
 Grant County Airport Improvements - 2023  
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 v1**

Reference: Disadvantaged Business Enterprise, Federal Contract Provisions A.12.3.2

Prime Contractor name: \_\_\_\_\_

**BIDDER’S LIST OF QUOTES FOR THE DISADVANTAGED BUSINESS  
 ENTERPRISE (DBE) PROGRAM**

In accordance with 49 CFR Part 26, the County will establish a DBE goal using a Bidders List. The Bidders List will be a compilation of all quotes received by the Contractor during the advertising period. The Bidders List will be used to determine the relative availability of DBE’s.

At the time the bid is submitted to the County, the Contractor shall list, on this form, the quotes received for the project, using additional sheets as necessary. The listing shall include EACH quoter’s name, business location, telephone number, and whether the quoter is a New Mexico Department of Transportation certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER A BID NON- RESPONSIVE AND THE BID SHALL BE REJECTED.**

The term "quoter" shall include subcontractors and suppliers of materials with whom the Contractor has direct contact.

Providing the listing of quoters in compliance with the Provisions, shall not be a substitute for the requirements of the Subcontractors Fair Practices Act, Chapter 18, Laws of 1988, NMSA 1978, Sections 13-4-31 through 13-4-43.

BIDDER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

LISTING OF QUOTERS (use additional pages as needed)

Name	Address	Telephone	DBE/ Non-DBE





**DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT**

Copy and complete for each DBE Subcontractor

Grant County Airport  
Apron Pavement Maintenance and Slot Drain Construction

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

NMDOT DBE Certificate Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Description of work to be performed by DBE firm:

-----  
-----  
-----

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is:

Base Bid: \$ \_\_\_\_\_

**Affirmation – DBE Subcontractor Signs this:**

I \_\_\_\_\_, representing the DBE firm affirms that we will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit a copy of this page with the Bid for each DBE subcontractor.)



## EQUAL OPPORTUNITY CLAUSE; COMPLIANCE REPORTS

Previous Contracts. 41 CFR Section 60 1.7(b) requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO1" prior to the award of contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, they may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Name of Contractor: \_\_\_\_\_

**Grant County, New Mexico  
Grant County Airport Improvements - 2023  
Apron Pavement Maintenance and Slot Drain Construction  
County of Grant, New Mexico  
BIL Project No. 3-35-0039-029-2023  
NMDOT – Aviation Division Grant No. SVC-23-01  
County of Grant, New Mexico Bid No. B-23-03  
v1**

**CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS CERTIFICATION**

Certification: The bidder has examined the documents received in paper or electronic form and certifies that they have received the complete contract documents, specifications, and drawings by verification of the received documents to the Table of Contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## BUY AMERICAN CERTIFICATION

Reference: Federal Contract Provisions, Buy American Preference (A4.3.1)

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

#### Applies to all Contracts

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

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

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

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

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

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

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

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

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

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

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

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

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Date

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Signature

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Company Name

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Title

*Federal Contract Provisions 11/18/2022*

## **CERTIFICATIONS BY SUBMISSION OF AN OFFER**

The complete language of the contract clauses requiring these certifications is contained in the Federal Contract Provision section.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT (A11.3.1)**

#### **Applies to Contracts with a value of at least \$25,000.**

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

*Federal Contract Provisions 11/18/2022*

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT (A11.3.2)**

#### **Applies to Contracts with a value of at least \$25,000**

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

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

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

*Federal Contract Provisions 11/18/2022*

### **CERTIFICATION REGARDING LOBBYING (A18.3)**

#### **Applies to Contracts with a value of at least \$100,000**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

*Federal Contract Provisions 11/18/2022*

## **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (A24.3)**

### **Applies to all Contracts**

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

### **Certifications**

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

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency

suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

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

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

*Federal Contract Provisions 11/18/2022*

## **TRADE RESTRICTION CERTIFICATION (A26.3)**

### **Applies to all Contracts**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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



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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

*Federal Contract Provisions 11/18/2022*

### **DAVIS-BACON REQUIREMENTS (A10.3)**

#### **Applies to Contracts with a value of at least \$2,000**

##### 10. Certification of Eligibility.

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

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

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

*Federal Contract Provisions 11/18/2022*

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Bidder Name/Name and Title of Signer (Please Type)

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Signature

---

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_  
(title) (Insert name of bidder)

who submits herewith to the Grant County, New Mexico, a proposal:

That all statement of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Grant County, New Mexico, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw their proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit their proposed price or any breakdown thereof, or the contests thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that Grant County, New Mexico, or to any person or persons who have a partnership or other financial interests with said bidder in their business.

By \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## BID BOND (PENAL SUM FORM) EJCDC 2018

<p><b>Bidder</b>  Name: <b>[Full formal name of Bidder]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Bidder's principal place of business]</b></p>	<p><b>Surety</b>  Name: <b>[Full formal name of Surety]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b>  Name: <b>Grant County</b>  Address <i>(principal place of business)</i>:  1400 Highway 180 East, Silver City,  New Mexico 88061</p>	<p><b>Bid</b>  Project <i>(name and location)</i>:  <b>[Grant County Airport Apron Pavement  Maintenance and Slot Drain Construction]</b>   Bid Due Date: <b>May 25, 2023</b></p>
<p><b>Bond</b>  Penal Sum: <b>[Amount]</b>  Date of Bond: <b>[Date]</b></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>	<p>By: _____  <span style="display: block; text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></span></p>
<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>	<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>	<p>Attest: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>
<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>	<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

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

statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Board of County Commissioners	Elected Officials
Chris M. Ponce, District 1	Marisa Castrillo, Clerk
Eloy Medina, District 2	Misty Trujillo, Assessor
Alicia Edwards, District 3	Mary Ann Sedillo, Probate Judge
Gerald W. Billings, Jr., District 4	Patrick Cohn, Treasurer
Harry Browne, District 5	Raul Villanueva, Sheriff

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made To: \_\_\_\_\_

Contribution Made By: \_\_\_\_\_

Name and Relationship  
to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**



**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

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Date

# DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

## PART A: POLICY

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement.

The County of Grant, New Mexico has a DBE program pursuant to 49 CFR Part 26; the following are elements of this program.

The County of Grant, New Mexico will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program the County of Grant, New Mexico will not, directly or through contractual or other arrangement, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

The County of Grant, New Mexico shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The County of Grant, New Mexico shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The County of Grant, New Mexico DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the County of Grant, New Mexico of its failure to carry out its approved program the Department of Transportation may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

## PART B: REQUIRED CONTRACT AND SUBCONTRACT LANGUAGE

DBE OBLIGATION. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT - assisted contracts.

## CONTRACT ASSURANCE

The contractor, sub-recipient, 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.

### PAYMENT AND RETAINAGE

Pursuant to 57-28-5 NMSA 1978, the prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Grant County. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after 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 Grant County. This clause applies to both DBE and non-DBE subcontractors.

### PART C: DBE PROGRAM HIGHLIGHTS

#### MONITORING AND ENFORCEMENT MECHANISMS

The Grant County, contractor, subcontractor, or suppliers will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that the DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107. The County of Grant, New Mexico will also consider similar action under our own legal authorities, including responsibility determinations in future contracts.

If the prime contractor is found to be in violation or fails to abide by the prompt payment mechanisms, the County of Grant, New Mexico shall notify the non-compliant party in writing. A compliance conference to discuss the area(s) of non-compliance will be held. In the event that the non-compliant party fails or refuses to perform in compliance with this program, a "Notice of Non-Compliance" will be transmitted. If the non-compliant party corrects the deficiencies, the "Notice of Non-Compliance" will be rescinded, and the party will be notified as to compliance. If the deficiencies are not corrected, the County of Grant, New Mexico will initiate administrative action against the non-compliant party, which may include but not be limited to:

#### Termination of the Contract.

For construction, withholding an appropriate percentage of partial payments pursuant to USDOT FAA AC 150/5370-10 (current edition), Standards for Specifying Construction of Airports, or as otherwise allowed by state statute.

Initiation of appropriate suspension, debarment or de-certification proceedings PURSUANT TO 49 CFR Part 26.

Referral of any unlawful actions to the appropriate enforcement agencies pursuant to 49 CFR Part 26.

Prosecution pursuant to 18 USC 1001.

Other action as appropriate, at the discretion of the Grant County.

## GOOD FAITH EFFORTS

### Information to be submitted

The County of Grant, New Mexico treats bidder/offeror compliance with good faith effort requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require each bidders/offerors to submit the following information with their bid:

The names and addresses of DBE firms that will participate in the contract;  
A description of the work that each DBE will perform;  
The dollar amount of the participation for each DBE firm participation;  
If the contract goal is not met, evidence of good faith efforts.

The apparent successful bidder will provide the following to the consulting engineer, within seven (7) days of the notice of award:

Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;

Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment;

### DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

Examples of good faith efforts are found in Appendix A to 49 CFR Part 26 and repeated below: IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D.

(1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

The Airport Manager along with the consulting engineer are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The County of Grant, New Mexico will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the County of Grant, New Mexico commit to the performance of the contract by the bidder/offeror. The forms entitled "Letter of Intent" will be used to collect information necessary to determine whether the bidder/offeror has satisfied these requirements.

#### ADMINISTRATIVE RECONSIDERATION

Within 5 business days of being informed by the County of Grant, New Mexico that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Charlene Webb The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make document and sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal, or made adequate good faith efforts to do so. The County of Grant, New Mexico will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.

#### GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT

The County of Grant, New Mexico will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The County of Grant, New Mexico will require the prime contractor to notify the County of Grant, New Mexico immediately of the DBE's inability, or unwillingness, to perform and provide reasonable documentation.

In this situation, the County of Grant, New Mexico will require the prime contractor to obtain our prior approval of the substitute DBE, and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceedings. Additionally, the provisions of the New Mexico Subcontractors Fair Practices Act (13-4-31 to 13-4-42 NMSA 1978) are to be used when replacing a subcontractor.

COMPLIANCE. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 9.48 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that

each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

### COUNTING DBE PARTICIPATION

The County of Grant, New Mexico will count DBE participation toward overall and contract goals as provided in 49 CFR Part 26.55.

DBE's may include subcontractors and suppliers. However, suppliers who are not the manufacturer of the supplies may only be credited with 60% of the cost of the supplies.

The County of Grant, New Mexico will not count participation of a DBE subcontract towards a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

The contractor will report their DBE participation monthly using the "Monthly Contractor DBE Participation Report Form".

### MONITORING PAYMENTS TO DBEs

The prime contractor is to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the County of Grant, New Mexico or the DOT. This reporting requirement also extends to any certified DBE subcontractor.

The contractor will keep a running tally of actual payments to DBEs for work committed to them at the time of contract award and report this tally monthly on the "Monthly Contractor DBE Participation Report Form."

The County of Grant, New Mexico and the DOT reserves the right to perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual dollar amount paid to DBE subcontractor's equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### UNLAWFUL DISCRIMINATION

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities. Allegations of discrimination should be promptly reported to the County of Grant, New Mexico or:

Federal Aviation Administration  
Office of Civil Rights, ACR-1  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

### PART D: DBE GOALS



It is further understood and agreed:

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is 9.48 percent of the dollar value of this contract.

Each bidder will be required to submit a letter of intent, with the names and addresses for each of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the approximate dollar value for each contract (subcontract) on the subcontractor information form included in the bid package. Participation can be by DBE suppliers of materials or DBE subcontractors for portions of the construction or services. If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. These letters of intent are to be submitted with the bid. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide sub-contracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Submission of the DBE Utilization Form and a Letter of intent from each DBE proposed with the bid is required.

Submission of Good Faith Efforts must be included if the bidder is unable to meet the DBE Goal of 9.48%.

Note: Only DBE's certified by the New Mexico Department of Transportation are qualified DBE's under this contract.

Information on the New Mexico Department of Transportation DBE Program can be obtained from the NMDOT Construction - Civil Rights Bureau, Disadvantaged Business Enterprise Program (DBE),  
<http://www.dot.state.nm.us/en/OEOP.html>

# MONTHLY CONTRACTOR DBE PARTICIPATION REPORT FORM

Grant County Airport - Apron Pavement Maintenance and Slot Drain Construction

To be completed by the Prime Contractor and submitted to the engineer on a monthly basis as of the end of the month. Forms must be submitted by the 10<sup>th</sup> of the month for the previous month.

Reporting Period: \_\_\_\_\_ thru \_\_\_\_\_  
 Report Number: \_\_\_\_\_  
 FAA Project No.: 3-35-0039-029-2023  
 NMDOT – Aviation Division Grant No.: SVC-23-01  
 Contractor: \_\_\_\_\_

Item Description	DBE Firm	DBE Certification Number	Amount Paid this Reporting Period*
<b>Total</b>			

\*Pursuant to 49 CFR Parts 23 and 26 section 26.55 E2 (i), if any firm listed above is a supplier, but not the manufacturer, the contractor may credit only 60% of the expenditure to the supplier.

## SUMMARY OF DBE PARTICIPATION

Previous Amount Paid to DBE's	Amount Paid to DBE's this Period	Total Amount to DBE's to Date
<b>Total Percentage of Original Contract Amount Paid to DBE's to Date</b>		<b>%</b>

Original Contract Amount:           \$ \_\_\_\_\_  
 Current Contract Amount:           \$ \_\_\_\_\_  
 Current Amount Paid to Non-DBE Subs.: \$ \_\_\_\_\_  
 Total Number Non-DBE Subs \_\_\_\_\_

Current DBE Percent (Original):       \_\_\_\_\_ %  
 Current Contract Amount (Current):   \_\_\_\_\_ %  
 Committed DBE Utilization:           \_\_\_\_\_ %

I certify that the above amounts have been paid to the DBE's and the summary of DBE participation are correct.

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

## **NOTICE TO CONTRACTORS AND SUBCONTRACTORS**

### **PUBLIC WORKS CONTRACTS--REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS**

As this contract is a Public Works Contract as defined by the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978), the provision of 13-4-13.1 requires the registration of all contractors and certain subcontractors on this project.

13-4-13.1. Public works contracts; registration of contractors and subcontractors.

A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge a registration fee of four hundred dollars (\$400) every two years. The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

D. No less than thirty days before the expiration of a registration certificate, the division shall mail or electronically transmit to a registrant's address as reflected in the files of the division a reminder of the approaching expiration date.

E. Registration fees collected by the division shall be deposited in the labor enforcement fund.

History: Laws 2004, ch. 89, § 1; 2005, ch. 98, § 2; 2009, ch. 206, § 5; 2011, ch. 94, § 1.

Submission of the Certification of Bidder regarding registration with the labor enforcement fund for the bidder and all subcontractors with contract values greater than \$60,000 is required with the bid.



## **SUBCONTRACTORS**

The provisions of the New Mexico Subcontractors Fair Practices Act (13-4-31 to 13-4-42 NMSA 1978) apply to this contract. Additionally, provisions of the Disadvantaged Business Enterprise (DBE) Program (49 CFR part 26) apply to this contract.

Subcontractors identified on the Subcontractor Listing form in this bid cannot be substituted without complying with the New Mexico Subcontractors Fair Practices Act. Under the New Mexico Subcontractors Fair Practices Act, a subcontractor performs work or labor or renders a service in or about the construction project. The dollar value for listing of subcontractors under the New Mexico Subcontractors Fair Practices Act is \$5,000.00.

All DBE subcontractors should be listed regardless of dollar value of their subcontract. Under the DBE program, a subcontractor includes subcontractors and any suppliers of materials with whom the contractor has direct contact.

The Subcontractor Information form will be completed for each subcontractor to be used under this contract.

### **PAYMENTS TO SUBCONTRACTORS**

57-28-5 NMSA 1978 "Payments; Prompt Pay Required; Retainage states:

"C. All construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay their subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to their subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers."

"E. When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed."

### **ADDITIONAL REQUIRED LANGUAGE IN SUBCONTRACTS**

The "Federal Contract Provisions" section of this contract has additional language required in all subcontracts. For purposes of determining requirements for contract provisions, the term "contract" in the Federal Contract Provisions" includes subcontracts.

The owner:

Requires the contractor (including all subcontractors) to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);

Requires the contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

Requires that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;

Submission of the Subcontractor Listing and a Subcontractor Information form for each subcontractor is required with the bid.

The contractor will provide copies of subcontracts, purchase orders, rental agreements and other agreements for supplies or services (at any tier) to the owner upon the owner's request.

#### FAA Prompt Payment Complaint Reporting Requirements

Public Law No. 115-254 requires prompt payment to subcontractors and timely return of retainage.

FAA Office of Civil Rights letter February 11, 2019 requires the sponsor (owner) to report to the FAA all instances where subcontractors complain of lack of prompt payment and/or timely release of retainage.

## PREFERENCE APPLICATION

This notice is prepared to satisfy section 13-1-103A NMSA 1978

### RESIDENT BUSINESS PREFERENCE

\_\_\_\_\_ This contract is subject to the New Mexico Resident Business/Native American Resident Business preference of 13-1-21, 13-1-22 or 13-4-2 NMSA 1978. The evaluation process of 13-1-21 or 13-4-2 NMSA 1978 will be followed for this contract.

To be considered for the preference, the proposer must include a copy of their New Mexico Resident Business/ Native American Resident Business certificate issued by the New Mexico Taxation and Revenue Department with the bid.

X This contract is not subject to the New Mexico Resident Business/ Native American Resident Business provisions as the contract is funded in whole or part by federal aid or funds (13-1-21.J NMSA 1978)

### USE OF NEW MEXICO MATERIALS

\_\_\_\_\_ This contract is subject to the use of New Mexico materials per 13-4-5 NMSA 1978

X This contract is not subject to the use of New Mexico materials provisions as the contract is funded in whole or part by federal aid or funds (13-1-21.J NMSA 1978)

### RESIDENT VETERAN BUSINESS PREFERENCE

\_\_\_\_\_ This contract is subject to the New Mexico Resident Veterans Business preference of 13-1-21 and 13-1-22 NMSA 1978. The evaluation process of 13-1-21 or 13-4-2 NMSA 1978 will be followed for this contract.

To be considered for the preference, the proposer must include a copy of their New Mexico Resident Contractor certificate issued by the New Mexico Taxation and Revenue Department with the bid.

X This contract is not subject to the New Mexico Resident Veterans Business provisions as the contract is funded in whole or part by federal aid or funds (13-1-21.J NMSA 1978)

13-1-21H and 13-4-2G NMSA 1978 state "A public body shall not award a business both a resident business preference and a resident veteran business process."





## FEDERAL CONTRACT PROVISIONS

All certifications required by these required Federal Contract Provisions are contained in the Bid Proposal section.

### Federal Contract Provisions

(Issued on November 18, 2022)

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Paragraph	Construction
Access to Records and Reports	\$0	A1.3	REQD
Affirmative Action Requirement	\$10,000	A2.3	REQD
Breach of Contract	\$250,000	A3.3	REQD
Buy American Preferences	\$0		REQD
(1) Buy American Statement	\$0	A4.3.1	REQD
(2) Construction	\$0	A4.3.2	REQD
Civil Rights – General	\$0	A5.3.1	REQD
Civil Rights - Title VI Assurances	\$0		REQD
(1) Notice - Solicitation	\$0	A6.3.1	REQD
(2) Clause - Contracts	\$0		REQD
(6) List – Pertinent Authorities	\$0	A6.4.1	REQD
Clean Air/Water Pollution Control	\$150,000	A7.3	REQD
Contract Work Hours and Safety Standards	\$100,000	A8.3	REQD
Copeland Anti-Kickback	\$2,000	A9.3	REQD
Davis Bacon Requirements	\$2,000	A10.3	REQD
Debarment and Suspension	\$25,000	A11.3.1 and A11.3.2	REQD
Disadvantaged Business Enterprise	\$250,000	A12.3.3	REQD
Distracted Driving	\$10,000	A13.3	REQD
Domestic Preferences for Procurements	\$0	A28.3	REQD
Equal Employment Opportunity	\$10,000	A16.3.1 and A16.3.2	REQD
(1) EEO Contract Clause	\$10,000	A16.3.1 and A16.3.2	REQD
(2) EEO Specification	\$10,000	A16.3.2	REQD
Federal Fair Labor Standards Act	\$0	A17.3	REQD
Foreign Trade Restriction	\$0	A26.3	REQD
Lobbying Federal Employees	\$100,000	A18.3	REQD

<b>Provisions/Clauses</b>	<b>Dollar Threshold</b>	<b>Paragraph</b>	<b>Construction</b>
Occupational Safety and Health Act	\$0	A20.3	<b>REQD</b>
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	A14.3	<b>REQD</b>
Prohibition of Segregated Facilities	\$0	A19.3	<b>REQD</b>
Recovered Materials	\$10,000	A21.3	<b>REQD</b>
Right to Inventions	\$0	A22.3	Limited
Seismic Safety	\$0	A23.3.2	Limited
Tax Delinquency and Felony Conviction	\$0	A24.3	<b>REQD</b>
Termination of Contract	\$10,000	A25	<b>REQD</b>
Termination For Convenience (Construction & Equipment Contracts)	\$10,000	A25.3.1	<b>REQD</b>
Termination For Cause (Construction)	\$10,000	A25.3.2	<b>REQD</b>
Veteran's Preference	\$0	A27.3	<b>REQD</b>

## **A1 ACCESS TO RECORDS AND REPORTS**

### **ACCESS TO RECORDS AND REPORTS (A1.3)**

#### **Applies to all Contracts**

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

## **A2 AFFIRMATIVE ACTION REQUIREMENT**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (A2.3)**

#### **Applies to Contracts with a value of at least \$10,000**

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: 49.0%

Goals for female participation in each trade: 6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Grant County, New Mexico.

**A3 BREACH OF CONTRACT TERMS**

**BREACH OF CONTRACT TERMS (A3.3)**

**Applies to Contracts with a value of at least \$250,000**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the contractor must correct the breach. Owner may proceed with termination of the contract if the contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

#### **A4 BUY AMERICAN PREFERENCE**

##### **Certification of Compliance with FAA Buy American Preference Statement**

##### **FAA BUY AMERICAN PREFERENCE (A4.3.1)**

##### **Applies to all Contracts**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and

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

polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.

### **Certification of Compliance with FAA Buy American Preference – Construction Projects (A4.3.2)**

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

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

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

- e) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - f) To faithfully comply with providing U.S. domestic products.
  - g) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - h) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- f) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- g) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- h) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- i) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- j) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

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

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

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

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

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

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

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

Date

Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## **A5 CIVIL RIGHTS - GENERAL**

### **GENERAL CIVIL RIGHTS PROVISIONS (A5.3.1)**

#### **Applies to all Contracts**

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

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

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

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities (A6.4.1)**

#### **Applies to all Contracts**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

**Compliance with Nondiscrimination Requirements (A6.4.2):**

**Applies to all Contracts**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors,



including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL (A7.3)**

**Applies to Contracts with a value of at least \$150,000**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (A8.3)**

#### **Applies to Contracts with a value of at least \$100,000**

##### **1. Overtime Requirements.**

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

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

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

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

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

### **A9 COPELAND “ANTI-KICKBACK” ACT**

#### **COPELAND “ANTI-KICKBACK” ACT (A9.3)**

##### **Applies to Contracts with a value of at least \$2,000**

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

### **A10 DAVIS-BACON REQUIREMENTS**

#### **DAVIS-BACON REQUIREMENTS (A10.3)**

##### **Applies to Contracts with a value of at least \$2000**

##### 1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers

and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

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

### 3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

#### 5. Compliance with Copeland Act Requirements.

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

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

#### 7. Contract Termination: Debarment.



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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

## **A11 DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT (A11.3.1)**

#### **Applies to Contracts with a value of at least \$25,000**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT (A11.3.2)**

#### **Applies to Contracts with a value of at least \$25,000**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under

the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

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

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

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **Contract Assurance (49 CFR § 26.13; mandatory text provided) – (A12.3.3)**

#### **Applies to Contracts with a value of at least \$250,000**

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

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

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Seven (7) days from the receipt of each payment the prime contractor receives from Grant County. The prime contractor agrees further to return retainage payments to each subcontractor within Seven (7) 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 Grant County. This clause applies to both DBE and non-DBE subcontractors.

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

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of Grant County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

## **A13 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING (A13.3)**

#### **Applies to Contracts with a value of at least \$10,000**

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

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

## **A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (A14.3)**

#### **Applies to all Contracts**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **A15 DRUG FREE WORKPLACE REQUIREMENTS**

Not applicable

## **A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **EQUAL OPPORTUNITY CLAUSE (A16.3.1)**

#### **Applies to Contracts with a value of at least \$10,000**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (A16.3.2)**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

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

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of

employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

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



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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records.

Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (A17.3)**

#### **Applies to all Contracts**

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

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

## **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING (A18.3)**

#### **Applies to Contracts with a value of at least \$100,000**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **A19 PROHIBITION OF SEGREGATED FACILITIES**

### **PROHIBITION OF SEGREGATED FACILITIES (A19.3)**

#### **Applies to all Contracts**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (A20.3)**

#### **Applies to all Contracts**

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

## **A21 PROCUREMENT OF RECOVERED MATERIALS**

### **PROCUREMENT OF RECOVERED MATERIALS (A21.3)**

#### **Applies to Contracts with a value of at least \$10,000**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 3) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 4) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A22 RIGHT TO INVENTIONS**

#### **Limited Applicability**

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

### **RIGHTS TO INVENTIONS (A22.3)**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A23 SEISMIC SAFETY**

### **Contract Types – Limited Applicability**

This provision applies to construction of new buildings and additions to existing buildings.

#### **A23.1.1 Construction Contracts**

##### **SEISMIC SAFETY CONSTRUCTION (A23.3.2)**

#### **Applies to all Contracts**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (A24.3)**

#### **Applies to all Contracts**

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

#### **Certifications**

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

## Note

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

## Term Definitions

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

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

## A25 TERMINATION OF CONTRACT

### TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS) (A25.3.1)

#### Applies to Contracts with a value of at least \$10,000

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

### **TERMINATION FOR CAUSE (CONSTRUCTION)(A25.3.2)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

## **A26 TRADE RESTRICTION CERTIFICATION**

### **TRADE RESTRICTION CERTIFICATION (A26.3)**

#### **Applies to all Contracts**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 4) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 5) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 6) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 4) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 5) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 6) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

## **A27 VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE (A27.3)**

#### **Applies to all Contracts**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **A28 DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS (A28.3)**

#### **Applies to all Contracts**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including,



but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



## **Buy American Preference and Build America, Buy America (BABA) Act Information**

Source FAA 11/18/2022

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall. Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

#### Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Propriety Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, before issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for

project specific and nationwide use. Each of these conformance lists is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

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

An article, material, or supply—other than an item of primarily iron or steel.

A manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Note: the Sponsor is Grant County.



**FEDERAL WAGE RATES**

"General Decision Number: NM20230036 01/06/2023

Superseded General Decision Number: NM20220036

State: New Mexico

Construction Type: Highway

Counties: Catron, Chaves, Curry, De Baca, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, Roosevelt, Sierra and Socorro Counties in New Mexico.

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

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

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



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

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

Modification Number	Publication Date
0	01/06/2023

SUNM2011-004 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Otero, Roosevelt, Sierra, Socorro..	\$ 13.93 **	0.44
Lea.....	\$ 13.30 **	0.44
Luna.....	\$ 13.11 **	0.44
CEMENT MASON/CONCRETE FINISHER		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Otero, Roosevelt, Sierra, Socorro..	\$ 14.17 **	0.55
Lea.....	\$ 13.74 **	0.68
ELECTRICIAN (Including Traffic Signalization)		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Otero, Roosevelt, Sierra, Socorro..	\$ 26.21	9.35
Lea.....	\$ 24.90	8.56

HIGHWAY/PARKING LOT STRIPING:  
Includes Highway Line/Parking  
Lot Line Striping and Line

Striping Truck Driver.....\$ 15.93 \*\* 0.35

INSTALLER: (Guardrails,  
Handrails and Signs)

Catron, Chaves, Curry,  
DeBaca, Eddy, Grant,  
Hidalgo, Lincoln, Otero,  
Roosevelt, Sierra, Socorro..\$ 13.58 \*\* 0.35  
Lea.....\$ 14.62 \*\* 0.30

IRONWORKER, REINFORCING

Catron, Chaves, Curry,  
DeBaca, Eddy, Grant,  
Hidalgo, Lincoln, Otero,  
Roosevelt, Sierra, Socorro..\$ 21.66 6.03  
Lea.....\$ 21.77 6.03

IRONWORKER, STRUCTURAL.....\$ 21.77 6.03

LABORER

Asphalt Raker.....\$ 13.00 \*\* 0.35  
Common or General  
Catron, Chaves, Curry,  
Hidalgo, Lincoln, Sierra,  
Socorro.....\$ 11.67 \*\* 0.35  
DeBaca.....\$ 11.33 \*\* 0.35  
Eddy.....\$ 11.78 \*\* 0.35  
Grant.....\$ 10.62 \*\* 0.35  
Lea.....\$ 11.61 \*\* 0.35  
Luna, Roosevelt.....\$ 12.56 \*\* 0.35  
Otero.....\$ 12.73 \*\* 0.35  
Flagger/Cone Setter.....\$ 12.56 \*\* 0.35  
Grade Checker.....\$ 16.18 \*\* 1.60  
Mason Tender-  
Brick/Cement/Concrete.....\$ 11.39 \*\* 0.79  
Pipelayer.....\$ 19.28  
Power/Air Tool Operator,  
Includes Jack Hammer.....\$ 13.91 \*\* 0.86

PAINTER (Brush, Roller, and  
Spray).....\$ 15.41 \*\* 0.44

POWER EQUIPMENT OPERATOR:

Asphalt/Concrete Paver,  
Laydown Machine, and Plant..\$ 15.42 \*\* 0.26  
Backhoe/Excavator/Trackhoe  
Catron, Chaves, Curry,  
DeBaca, Grant, Hidalgo,  
Lincoln, Luna, Otero,  
Roosevelt, Sierra, Socorro.\$ 19.92 0.26

Eddy.....	\$ 14.87 **	0.26
Lea.....	\$ 16.88	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom.....	\$ 15.48 **	0.26
Bulldozer.....	\$ 16.25	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50 **	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade.....	\$ 18.02	0.26
Loader (Front End).....	\$ 16.12 **	0.26
Mechanic		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.....		
	\$ 19.44	0.26
Lea.....	\$ 20.69	0.26
Milling Machine.....	\$ 16.59	0.26
Oiler.....	\$ 15.79 **	0.26
Piledriver.....	\$ 17.82	0.26
Roller (Asphalt, Dirt, and Sheepsfoot)		
Catron, Chaves, Curry, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.		
	\$ 15.86 **	0.26
DeBaca.....	\$ 14.19 **	0.75
Lea.....	\$ 17.41	0.26
Scraper.....	\$ 15.91 **	0.26
Screed.....	\$ 15.70 **	0.26
Tractor.....	\$ 15.40 **	0.26
Trencher.....	\$ 16.31	0.26

#### TRUCK DRIVER

Distributor		
Catron, Chaves, Curry, DeBaca, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.....		
	\$ 13.81 **	0.26
Eddy.....	\$ 13.70 **	0.26
Dump Truck		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.....		
	\$ 14.60 **	0.26
Lea.....	\$ 14.61 **	0.26
Flatbed Truck		
Catron, Chaves, Curry,		

DeBaca, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra, Socorro.....	\$ 12.96 **	0.26
Eddy.....	\$ 12.71 **	0.26
Lea.....	\$ 13.05 **	0.26
Roosevelt.....	\$ 13.26 **	0.26
Pickup and Pilot Car		
Catron, Chaves, Curry, DeBaca, Grant, Hidalgo, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.	\$ 12.70 **	0.26
Eddy.....	\$ 12.60 **	0.26
Lea.....	\$ 12.84 **	0.26
Semi-Trailer Truck.....	\$ 16.58	0.26
Tractor Haul Truck.....	\$ 14.00 **	
Water Truck		
Catron, Chaves, Curry, DeBaca, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Roosevelt, Sierra, Socorro.....	\$ 14.39 **	0.26
Lea.....	\$ 15.07 **	0.26

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

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

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

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"





**STATE WAGE RATES, PUBLIC WORKS PROJECT REQUIREMENTS,  
AND NM DEPARTMENT OF WORKFORCE SOLUTIONS FORMS**



**LABOR RELATIONS DIVISION**

401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

226 South Alameda Blvd  
Las Cruces, NM 88005  
Phone: 575-524-6195  
Fax: 575-524-6194

**WWW.DWS.STATE.NM.US**

1596 Pacheco St, Suite 103  
Santa Fe, NM 87505  
Phone: 505-827-6817  
Fax: 505-827-9676

**Wage Decision Approval Summary**

1) Project Title: Apron Pavement Maintenance and Slot Drain Construction  
Requested Date: 04/11/2023  
Approved Date: 04/11/2023  
Approved Wage Decision Number: GR-23-1087-A

**Wage Decision Expiration Date for Bids: 08/09/2023**

2) Physical Location of Jobsite for Project:  
Job Site Address: 188 Airport Road  
Job Site City: Hurley  
Job Site County: Grant

3) Contracting Agency Name (Department or Bureau): COUNTY OF GRANT  
Contracting Agency Contact's Name: Veronica Rodriguez  
Contracting Agency Contact's Phone: (575) 574-0016 Ext.

4) Estimated Contract Award Date: 07/01/2023

5) Estimated total project cost: \$180,000.00  
a. Are any federal funds involved?: Yes - \$171,000.00  
b. Does this project involve a building?: No  
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
d. Are there any other Public Works Wage Decisions related to this project?: No  
e. What is the ultimate purpose or functional use of the construction once it is completed?: Extend the life of the airfield pavement, construct a slot drain to address drainage issue.

6) Classifications of Construction:

Classification Type and Cost Total	Description
<b>Highway/Utilities (A)</b> <b>Cost: \$180,000.00</b>	Extend the life of the airfield pavement, construct a slot drain to address drainage issue.



## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

## Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

## Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

## CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@dws.nm.gov](mailto:public.works@dws.nm.gov) or call (505) 841-4400.



## **2023 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES**

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### **Asbestos workers or heat and frost insulators**

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### **Boilermakers/Blacksmiths**

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### **Bricklayers**

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

### **Cement Masons**

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

### **Drywall Finishers and Tapers**

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

### **Electricians (inside classifications)**

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### **Electricians (outside classification)**

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos county.

## **Glaziers**

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

## **Ironworkers**

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

## **Laborers**

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
  - (a) Work travel under 50 miles is a "free zone";
  - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
  - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
  - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

## **Millwrights**

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.

## Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.
  - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
  - (d) Zone and subsistence for Farmington is as follows:
    - (i) work travel between 35 and 75 miles from the base point compensated at \$45. 00 per day,
    - (ii) work travel over 100 miles from the base point compensated at \$75.00 per day.
  - (e) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## Painters

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.





- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Paper hangers**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Plasterers**

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

### **Plumbers and pipefitters**

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

### **Roofers**

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

### **Sheet metal workers**

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

### **Soft floor layer**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### **Sprinkler fitters**

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$22.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$32.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$120.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.



**TYPE “A” – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING**

**Effective January 1, 2023**

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	27.73	12.14
Carpenter- Los Alamos County	33.18	13.58
Cement Mason	18.24	7.61
Drywall Finisher/Taper	25.82	8.40
Glazier		
Glazier/Fabricator	21.25	6.70
Delivery Driver	12.00	6.70
Ironworker	28.05	18.30
Painter- Commercial	18.25	8.50
Paper Hanger	18.25	8.50
Plumber/Pipefitter	38.63	14.55
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
<b>Electricians-Outside Classifications: Los Alamos county</b>		
Ground man	26.15	11.78
Equipment Operator	37.54	16.13

Lineman	47.29	18.82
Journeyman technician	44.15	18.04
Cable Splicer	51.93	19.98
<b>Laborers</b>		
Group I – unskilled	15.99	7.11
Group II – semiskilled	15.99	7.11
Group III – skilled	17.49	7.11
Group IV – specialty	17.99	7.11
<b>Operators</b>		
Group I	21.35	6.74
Group II	22.38	6.74
Group III	22.49	6.74
Group IV	22.62	6.74
Group V	22.73	6.74
Group VI	22.94	6.74
Group VII	23.12	6.74
Group VIII	23.45	6.74
Group IX	31.96	6.74
Group X	35.65	6.74
<b>Soft Floor Layers</b>	21.00	8.45
<b>Truck Drivers</b>		
Group I-IX	19.00	9.10

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).

**NOTICE OF AWARD EJCDC 2018**

Date of

Owner:

Owner's Project No.:

Engineer:

Engineer's Project

Project:

Contract Name:

Bidder:

Bidder's

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

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

The Contract Price of the awarded Contract is **[\$[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **[Full formal name of Owner]**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

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**EJCDC® C-510, Notice of Award.**  
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**and American Society of Civil Engineers. All rights reserved.**

# CONTRACT

County of Grant, New Mexico Contract Number: \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Grant County, New Mexico, A New Mexico County, hereinafter termed in these contract documents as the "Sponsor" or "Owner", and \_\_\_\_\_ hereinafter termed in these contract documents as the "Contractor".

WITNESSED:

WHEREAS, the Owner, in entering into this agreement, has caused the Contractor to submit a breakdown of unit costs in accordance with the "Instructions to Bidders", a part of the Contract Documents and the breakdown or separation of unit bid prices as submitted has been made a part hereof and the unit prices of all services (labor) contains all taxes to be paid by the Owner excepting that applicable state gross receipts tax or applicable local option tax shall be excluded from unit bid prices, but that the Owner shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date this contract is entered into all in accordance with New Mexico Statute.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation services, and perform and complete the Work for the construction of the Grant County Airport Apron Pavement Maintenance and Slot Drain Construction, BIL Project No. 3-35-0039-029-2023, and NMDOT – Aviation Division Grant No. SVC-23-01, County of Grant, New Mexico Bid No. B-23-03 and any authorized supplementary work, all in strict accordance with the Contract Documents, including all Addenda thereto, numbered and dated as follows:

Addendum No. \_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_

Contract Price: The Owner will pay the Contractor for the performance of the Contract in current funds the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) excluding NMGRT. That the entire Contract Documents, including Advertisement for Bids, Instructions to Bidders, Mandatory Contract Provisions and Certifications, Bid Proposal, Affidavit, Bid Bond, Federal Wage Rates, State Wage Rates, Contract, Addenda, Performance and Labor and Material Payment Bonds, Special Conditions, General Provisions, and Technical Specifications, all of which are attached hereto, and the drawings which are listed in the Special Conditions are hereby made a part of this contract. This contract amount is an estimate based on the contractor's unit prices and the estimated quantities. Actual total payment will be at the contract unit prices and actual quantities as constructed and accepted by the owner.

That the payment to be made by the Owner to the Contractor shall be made in the manner provided for in the Special Conditions and Contract Documents and on the basis of the prices set out in the Bid Proposal, and as provided by State Law.

That the work shall be done to the satisfaction of the Owner, under the direction of the Engineer and in full compliance with these Contract Documents.

That the work shall be completed within \_\_\_\_\_ calendar days and shall be delivered to the Owner free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person, and that liquidated damages in the amount of Coordinate with GP 80-08 for each day beyond the allotted time that the work remains incomplete will be assessed against the contractor.

That all work constructed under this contract shall be guaranteed against defective materials and workmanship for a period of one (1) year following final acceptance by the Owner, unless otherwise provided by law or Agreement.

That in the event any of the provisions of this Contract are violated by the Contractor or by any of their subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within 10 calendar days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety, who shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by Contract for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

Partial Payment. Once a month the Owner will make a partial payment, as provided by State Law, to the Contractor on the basis of an estimate prepared by the Contractor and Engineer and accepted by the Owner or their duly authorized representative for work completed through the last day of the preceding calendar month, less retainage. The estimate will cover the work performed by the Contractor during the preceding calendar month only until final completion and acceptance of all work covered by this contract.

Costs and Attorney Fees. In the event either Owner or Contractor is required to institute any legal action or proceedings against the other to enforce its rights hereunder, the prevailing party may be entitled to recover all costs and expense incurred by it in connection therewith, including its attorney's fees, if awarded by a court of competent jurisdiction.

Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, agents or representatives shall be considered employees or agents of the County nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of County vehicles, or any other benefits provided to County employees.

Workman's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, agents or representatives shall have any claim whatsoever to workmen's compensation coverage under the County 's policy.



Taxes. Contractor acknowledges that they, and they alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes paid to them under this contract and that the County shall have no liability for payment of such tax. Contractor also acknowledges that they, and they alone, shall be liable to the State and Federal governments and/or their agencies for income and self-employment taxes required by law and that the County shall have no liability for payment of such taxes or amounts.

Records-Audit. Contractor shall keep, maintain and make available to the County, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. Said records shall be available for inspection, audit and/or copying by the County.

Assignment. Contractor shall not assign or transfer any interest in this contract or assign any claims for money due under this contract without the prior written approval of the County.

Release. In accordance with General Provisions, Section 90-06, the Contractor agrees that upon application for final payment of the amount due under this contract, the Contractor releases the County from all liens, liabilities, claims and/or obligations whatsoever arising from, or under, this contract, using the form on page CA-1, and providing certified lien releases from all suppliers, subcontractors, and mechanics (at all tiers).

Additionally, the contractor shall obtain releases and waiver of liens from all material suppliers, equipment suppliers, subcontractors, and others who worked on or provided services, material, or equipment for this project. The form of these waivers and release of liens shall be in a form acceptable to the Contractor. These releases and waiver of liens shall be included with the "Contractor's Affidavit Regarding Settlement of Claims" (page CA-1) submitted to the Owner.

Non-Agency. Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written approval and then only within the limits of that expressed authority.

Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the County.

Amendment. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

Severability. In the event that a court of competent jurisdiction find that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings. Federal Contract Requirements. The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (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.

Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the County.

This Contract is executed in seven (7) counterparts and shall be distributed as follows: Sponsor Files 2 copies, Engineer 1 copy, Bonding Company 1 copy, FAA 1 copy, New Mexico Department of Transportation - Aviation Division 1 copy, and Contractor 1 copy.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the day and year first above written.

(SEAL)

BY: \_\_\_\_\_  
Signature

Grant County, New Mexico

APPROVED:

ATTEST:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Clerk

(SEAL)  
CONTRACTOR

BY \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF NEW MEXICO )  
ss.  
COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_  
(Contractor)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Grant County, New Mexico

## INSURANCE

### INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at no cost to the County of Grant, New Mexico insurance as detailed below, using an insurance company authorized to do business in New Mexico. Insurance shall cover operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees, or Subcontractors. The Contractor shall keep insurance in full force and effect for the entire period of the Work, up to and including Final Acceptance, and the removal of Equipment and employees, agents and Subcontractors. All insurance required in this Section shall be procured from insurance or indemnity companies with an A.M. Best Company financial strength rating level of A- or better, Class VII or better, unless otherwise approved in writing by the Grant County. In no event shall the County of Grant, New Mexico approved the use of an insurance or indemnity company with an A.M. Best Company financial strength rating level of B or worse.

#### Liability Insurance

1. The Contractor shall obtain General Liability (Bodily Injury Liability and Property Damage Liability) insurance coverage applicable in full to the subject Project in the following minimum amounts:
  - a. Personal and Bodily Injury Liability: \$1,000,000.00 each person; \$2,000,000.00 each occurrence (annual aggregate); and,
  - b. Property Damage Liability: \$2,000,000.00 each occurrence; (annual aggregate);
2. The insurance coverage shall be documented on a Comprehensive General Liability form or Commercial General Liability form, which must include the following:
  - a. Coverage for liability arising out of the operation of independent Contractors;
  - b. Completed Operations Coverage; and,
  - c. Attachment of the Broad Form Comprehensive General Liability Endorsement;
3. If the Work includes the use of explosives, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion;
4. If the Contract includes Work next to an existing building or structure, the Contractor's insurance shall include coverage for injury to or destruction of property arising from the collapse of or structural injury to buildings or Structures due to the following:
  - a. Excavation, including borrowing, filling, or backfilling in connection therewith;
  - b. Tunneling and cofferdam or caisson Work; and,
  - c. Moving, shoring, underpinning, razing, or demolition of buildings or Structures, or removal or rebuilding of structural supports thereof; and,
5. Coverage must include injury to or destruction of property arising out of damage to utilities, wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling.
6. Construction or operations on Airports.

#### Automobile Liability Insurance

The Contractor shall provide or ensure that all vehicles used in performance of the Contract have liability insurance. The Contractor is not responsible for liability insurance for the County of Grant, New Mexico or its agents. The Contractor shall provide limits of liability for automobile liability insurance in the following amounts:

1. Personal and Bodily Injury Liability: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
2. Property Damage Liability: \$2,000,000.00 each occurrence; (annual aggregate).

### **Worker's Compensation Insurance**

The Contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, § 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, § 52-3-1 et seq.).

### **Unmanned Aerial System (UAS or Drone) Insurance.**

When applicable, the contractor shall maintain during the life of its Agreement, Unmanned Aircraft Liability Insurance covering all UAS vehicles to be operated under this Agreement with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death and property damage which may arise from on in connection with the ownership, maintenance or use of the UAS. This coverage may also be provided by endorsement to a Commercial General Liability policy.

### **County of Grant, New Mexico as Additional Insured**

The Contractor shall name the Grant County, Bohannon Huston, Inc, and any third party so designated in the Contract as an additional named insured on the comprehensive general liability form or commercial general liability form furnished by the Contractor in accordance with the section entitled ~~Section 107-25.1~~, "Liability Insurance." The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance. The additional insured endorsement shall conform to the most current version of the Insurance Services Office's CG 2010 or equivalent, Additional Insured Endorsement Form. The Contractor shall provide to the County of Grant, New Mexico a copy of the Contractor's standard commercial general liability policy showing the Additional Insured Endorsement before the County of Grant, New Mexico issues a Notice to Proceed.

### **Certificate of Insurance**

The Contractor shall provide evidence of insurance coverage conforming to these Specifications with a certificate of insurance executed on ISO occurrence form CG 00 01 or similar, to be made part of the Contract. The certificate shall indicate compliance with these Specifications and shall certify that the coverage shall not be changed, canceled, or allowed to lapse without giving the County of Grant, New Mexico 30 Days written notice. The Contractor shall provide a certificate of insurance to the County of Grant, New Mexico on renewal of a policy or policies as necessary during the term of the Contract. The County of Grant, New Mexico shall not issue a Notice to Proceed until the Contractor meets these requirements.

### **Umbrella Coverage**

The insurance limits cited in this Section are minimum limits. The County of Grant, New Mexico does not intend that these Specifications define what constitutes adequate insurance coverage for the

individual Contractor. The County of Grant, New Mexico will recognize excess coverage (Umbrella) as meeting the insurance requirements of the section entitled "Liability Insurance," if the limits of the Umbrella coverage meet the individual requirements of this Section.

**Optimal Insurance**

If required by the Contract, Contractor shall procure and maintain form and types of bailee theft insurance such as, but not limited to, builder's risk insurance, Contractor's Equipment insurance, and rigger's liability property insurance. If so required, the Contractor shall provide bailee theft insurance in an amount necessary to protect the County of Grant, New Mexico against Claims, losses, and expenses arising from the damage, disappearance, or destruction of property of others in the care, custody, or control of the Contractor, including property of others being worked upon by the Contractor, its agents, employees or Subcontractors.



**AUTHORIZED SIGNATURE FORM**  
**Grant County**  
**GRANT COUNTY AIRPORT**  
**BIL Project No. 3-35-0039-029-2023**  
**NMDOT – Aviation Division Grant No. SVC-23-01**

Whereas, \_\_\_\_\_, (name of contractor) a  
\_\_\_\_\_ (Name of State) Corporation/Limited  
Liability Corporation/partnership/trust/company/other \_\_\_\_\_, is required to execute  
certain documents which are necessary for the prompt and efficient execution of the corporate  
business;

NOW, THEREFORE, BE IT RESOLVED, by the \_\_\_\_\_ (Board of Directors/ other) of \_\_\_\_\_  
\_\_\_\_\_, (Corporate/ LLC/  
company name), that (name of parties authorized) \_\_\_\_\_  
\_\_\_\_\_, is/are authorized to execute and sign on behalf of said Corporation/Limited Liability  
Corporation/ partnership/ trust/company/ other \_\_\_\_\_, the following:

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders/Contract Modifications
6. All other papers necessary for the corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the  
contract for this project or until express notice of revocation has been duly given in writing,  
whichever is the lesser period.

Dated and passed by the Board of Directors this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

(Signature of Persons Authorized to Sign) (Title) (Document No.)





**CERTIFICATE**

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of \_\_\_\_\_, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on \_\_\_\_\_, 20\_\_\_\_, and that the same is in full force and effect at this time.  
Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Officer of Corporation)

(Seal of Corporation)

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledge before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ appearing before the undersigned Notary Public, and stated that he (she) executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ Principal, hereinafter called the Contractor, and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of New Mexico and authorized to do business in the State of New Mexico, hereafter called the Surety, are held and firmly bound unto The Grant County, New Mexico as obligee, hereinafter called the Owner, in the amount of \_\_\_\_\_ excluding NMGRT); (\$ \_\_\_\_\_ excluding NMGRT), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_, 20\_\_\_\_, entered into a contract described as follows: Grant County Airport Apron Pavement Maintenance and Slot Drain Construction, BIL Project No. 3-35-0039-029-2023, NMDOT – Aviation Division Grant No. SVC-23-01, County of Grant, New Mexico Bid No. B-23-03 which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall faithfully perform and complete said contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever the Contractor shall be, and declared by the Owner to be, in default under the said contract, the Owner having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

Complete the contract in accordance with its terms and conditions, or

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

The Surety acknowledges that said contract may contain express guarantees and agrees that said guarantees, if any are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of four years from the date on which final payment under the contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within one year following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in said contract shall accrue following completion and formal acceptance of the work under said contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or its successors or assigns.

SIGNED AND SEALED on \_\_\_\_\_, 20\_\_\_\_.

Approved as to form:

Grant County  
(OWNER)

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

\_\_\_\_\_  
Attorney for the Owner

\_\_\_\_\_  
(Surety)

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

\_\_\_\_\_  
(Contractor)

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

Countersigned:

\_\_\_\_\_  
Surety's Authorized New Mexico Agent

STATE OF NEW MEXICO)  
ss.  
COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_ (Surety's  
Authorized NM Agent) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Surety Name \_\_\_\_\_

Address

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Contact Person

Phone No.

Fax No.

E-Mail address

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# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ as Principal, hereinafter called the Contractor, and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of New Mexico and authorized to do business in the State of New Mexico, hereinafter called the Surety, as held and firmly bound unto the Grant County, New Mexico as Obligee, hereinafter called the Owner, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) excluding NMGRT, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a contract described as follows: Grant County Airport: APRON PAVEMENT MAINTENANCE AND SLOT DRAIN CONSTRUCTION, which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED ON \_\_\_\_\_, 20\_\_\_\_\_.

Approved as to form:

Grant County, New Mexico  
OWNER

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

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

\_\_\_\_\_  
Attorney for the Owner

\_\_\_\_\_  
(Surety)

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

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

(Contractor)

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

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

Countersigned:

\_\_\_\_\_  
Surety's Authorized New Mexico Agent

STATE OF NEW MEXICO )

ss.

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_ (Surety's  
Authorized NM Agent) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Note: This bond is issued simultaneously with performance bond in favor of Owner for the faithful performance of the contract.]



## EMERGENCY CONTACT LIST

AIRPORT: \_\_\_\_\_

WORKING HOURS: \_\_\_\_\_

AFTER HOURS: \_\_\_\_\_

ENGINEER: DUMAS SLADE, PROJECT MANAGER

WORKING HOURS: 800-877-5332

AFTER HOURS: 505-350-2107

CONTRACTOR: \_\_\_\_\_

WORKING HOURS: \_\_\_\_\_

AFTER HOURS: \_\_\_\_\_

SUB-CONTRACTOR: \_\_\_\_\_

WORKING HOURS: \_\_\_\_\_

AFTER HOURS: \_\_\_\_\_



**AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

To: The Grant County, New Mexico  
Re: Grant County Airport Improvements - 2023  
Apron Pavement Maintenance and Slot Drain Construction  
BIL Project No. 3-35-0039-029-2023  
NMDOT – Aviation Division Grant No. SVC-23-01  
County of Grant, New Mexico Bid No. B-23-03  
Contract No. \_\_\_\_\_

To Whom it May Concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged. Copies of lien releases from all subcontractor, material providers, etc. are included with this affidavit.

The undersigned, for the consideration of \$ \_\_\_\_\_ (excluding NMGRT), as set out in the final pay estimate, as full and complete payment relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the Grant County, New Mexico against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said County may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the construction of said installation. The foregoing shall not relieve the Contractor of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor \_\_\_\_\_

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

STATE OF NEW MEXICO )  
ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## SPECIAL CONDITIONS

- SC-1. Scope Of Project
- SC-2. Drawings
- SC-3. Time Of Starting and Completion, Work Limitations.
- SC-4. Insurance
- SC-5. Water And Material Haul
- SC-6. Payments
- SC-7. Quantities
- SC-8. Minimum Wage Rates
- SC-9. Default Of Contract
- SC-10. Compliance/Acceptance Testing
- SC 11. Safety And Protection
- SC-12 Construction Safety and Phasing Plan (CSPP)
- SC 13. Traffic Control
- SC-14. Scope Of Payment
- SC-15. Alterations Of Plans
- SC-16. Contractor Documents
- SC-17. Addenda, Revisions and Supplementary Drawings
- SC-18. Survey Land Monuments and Construction Control Monuments
- SC-19 Non-Responsibility of The Owner
- SC-20. Property Rights in Material
- SC 21. Payroll Affidavits
- SC 22. Errors And Omissions
- SC 23. Referenced Specifications
- SC 24. Substitute Material and Equipment
- SC 25. Conditions Affecting the Work
- SC 26. Claims For Damages and Extensions of Time
- SC 27. Responsibility Of Contractor for All Work and Losses
- SC 28. Items For Payment
- SC-29. Coordination Of Work by Others
- SC-30. Qualifications For Employment
- SC-31. Alien Labor
- SC-32. Contracting Officer
- SC-33 Determination of Low Bidder
- SC-34 Record "As-Built" Drawings
- SC-35 Change Orders and Contract Modifications
- SC-36 Contractor's Project E-Mail Address
- SC-37 Procurement Code and Dispute Resolution
- SC-38 Taxpayer Identification Number and Certification.
- SC-39 License and Royalty Fees.
- SC-40 Utilities
- SC-41 Responsible and Responsive Definitions
- SC-42 Authority of the Resident Project Representative (RPR)
- SC-43 New Mexico Gross Receipts Tax
- SC-44 Unmanned Aerial System (UAS or Drone) Use On/Near Airport
- SC-45 New Mexico Department of Workforce Solutions Reporting
- SC-46 Resident Project Representative as used in these documents
- SC-47 FAA Sponsor Grant Requirements passed through to the contractor

## **SC-1. SCOPE OF PROJECT**

### Location and Extent of Work:

The work is located at the Grant County Airport, located approximately SVC: 10 nautical miles southeast of the central business district of Silver City, New Mexico.

The project consists of the rehabilitation of the General Aviation apron by sealer/rejuvenator, crack filling, and new markings. Additionally a slot drain will be constructed under this contract. FAA grant name: Seal Apron Pavement Surface/Pavement Joints

Federal Aviation Administration (FAA), New Mexico Department of Transportation (NMDOT) - Aviation Division and Local funds will be utilized to complete the work and therefore all work is subject to FAA, NMDOT Aviation Division and Local Requirements included or referenced in these Documents.

## **SC-2. DRAWINGS**

The drawings dated April 17, 2023, which accompany these documents shall be designated and titled as follows:

Grant County Airport Improvements - 2023  
Apron Pavement Maintenance and Slot Drain Construction  
BIL PROJECT NO. 3-35-0039-029-2023  
NMDOT – Aviation Division Grant No. SVC-23-01  
County of Grant, New Mexico Bid No. B-23-03

## **SC-3. TIME OF STARTING AND COMPLETION, WORK LIMITATIONS.**

The work shall be started and completed in accordance with the provisions as set forth in the Bid Proposal (BP).

The airport is home to a US Forest Service Aerial Fire Base and the apron must be available during fire season. Fire season depends on the fire activity, but is generally April to September annually.

The beginning of the construction season depends on weather and will be agreed to by the Airport Manager/Engineer and contractor. In the event that the date cannot be agreed to, the Owner can direct a construction start date.

Work will not be allowed on the following holidays:

New Year's Day (January 1<sup>st</sup>)  
Martin Luther King Day  
President's Day,  
Memorial Day  
Independence Day (July 4<sup>th</sup>)  
Labor Day  
Indigenous People's Day (Columbus Day)  
Veterans Day  
Thanksgiving Day and the day after  
Christmas (December 24<sup>th</sup>)

The Owner's holidays and no work days are counted as calendar days for contract time purposes.

#### **SC-4. INSURANCE**

GENERAL CONDITIONS: Contractor shall procure and maintain in full force and effect during the life of this Contract, such insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and they shall be in a form satisfactory to owner and properly filed and approved by the State of New Mexico. The pro-rata cost of required insurance shall be included in the prices bid for the Work and no additional compensation will be made therefore. If part of the Contract is sublet, Contractor shall:

Include any and all subcontractors in their insurance policies; or

Required the Subcontractor to secure insurance to protect himself against all hazards enumerated herein which are not covered by Contractor's policies and require those to be filed with Owner.

The insurance certificate must contain specific language that the policy covers the contractor's activities on the airport.

Contractor shall furnish owner eight (8) copies of certificates of required insurance (or copies of insurance policies if owner calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days' written notice be given to the County of Grant, New Mexico before the policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

APPROVAL OF INSURANCE: Even though a "Notice to Proceed" may have been given, no contractor or subcontractor shall begin any work under this Contract until the required insurance has been obtained and the proper certificates (or policies) filed with owner. Neither approval nor failure to disapprove certificates, policies or the insurance by owner shall relieve contractor or any subcontractor of full responsibility to maintain the required insurance in full force and effect.

#### **COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING AUTOMOBILE:**

Contractor shall procure and maintain during the life of this Contract a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed for owner by contractor, including coverage for collapse (C), explosion (X), and underground (U) liability coverage, coverage for the user of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage which shall specifically insure the indemnification provisions of the contract.

The above requirements shall include, but shall not be limited to, protection against:

Damage to, or destruction of, public and private property including telephone conduit, telegraph conduit, power conduit, telephone signal cables, television cables, computer cables, fire alarm circuits, gas mains, gas service connections, sanitary sewers, sewer, house or building connections, water mains, water service connections, steam lines, petroleum products pipe lines, storm drains, catch basin lines, including all appurtenances thereto while located below the surface of the ground, including injury or death,

to person or persons caused by contractor's operations, including blasting and trenching-backfilling-tamping with or without the use of mechanical equipment; and

The collapse of, or structural damage to, a building, house or structure, including power-telephone-telegraph-fire alarm- street-light poles, curb and gutter and sidewalk, on public and private property, and destruction of, or damage to, other public and private property resulting therefrom, including injury or death to person or persons and all caused by contractor's operations in the removal of other buildings, structures, including their supports, trees and utility poles, or by excavation, including blasting, and trenching-backfilling-tamping with or without use of mechanical equipment. "Other public and private property" as used above shall include lawns, plants, flowers, trees, fences, yards, wall, etc.

The liability insurance shall include the standard assault and battery endorsement.

**OWNER'S PROTECTIVE PUBLIC LIABILITY INSURANCE:** Contractor shall procure and maintain, during the life of this Contract, an Owner's protective public liability insurance policy with liability limits in amount not less than \$1,000,000.00 single limit of liability for bodily injury, including death, and property damage in any one occurrence.

The policy will be written with Owner and Engineer as the named insured and will provide coverage for Owner's and Owner's and Engineer's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

**WORKER'S COMPENSATION INSURANCE:** Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation Insurance as required by the State of New Mexico.

Worker's Compensation Insurance - Non Resident Contractors: Notice is given that Non Resident Contractors shall comply with the provisions of Section 52 1 66 of the Workers Compensation Act and Sections 59A 17 10.1, 59A 18 1, and 59A 18 12 of the Insurance Code, NMSA 1978, pertaining to the worker's compensation insurance policy and rate for employers not domiciled in New Mexico.

#### **SC-5. WATER AND MATERIAL HAUL**

The Contractor is responsible for and shall provide all water and haul of all materials required in the construction. The cost of water and material haul shall be included in the unit price for the various items of work where water or material haul is required. No separate payment for material haul or water will be made.

No construction water is available at the airport.

#### **SC-6. PAYMENTS**

Payments to the Contractor shall be in U.S. currency and according to the final measurements of the completed work. Measurements shall be made as provided in the Technical Provisions.

At the end of each month, the Owner will pay to the Contractor the value of all undisputed work as determined by the Engineer. Payments may be subject to approval by the County Commission. Except as noted below, the provisions of 57-28-1 et. seq. NMSA 1978 "Prompt Payment Act" apply to this contract. The provision for an extended payment period will be reflected on the contract drawings. Payment will be made within 45days of an undisputed



request for payment except as authorized by NMSA 13-1-158C. This provision superseded the provisions of 13-4-158B NMSA 1978.

NMSA 13-1-158C: For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency.

Disputed items in the Contractor's request for payment will be separated from the undisputed items and the undisputed items processed for payment. Disputed items will be discussed and resolved between the Contractor, Owner and Engineer.

At the completion of the work and upon its acceptance by the Owner and the FAA, the Contractor shall be paid the balance due, less liquidated damages or other items provided for costs. This payment will be subject to approval at the first regular meeting of the County Commission after the completion of the work and its acceptance by the Owner and the FAA, and payment will be made pursuant to State law.

The Contractor will ensure prompt payment language in accordance with 57-28-1 et. seq. NMSA 1978 is included in any subcontracts they enter into for this project.

Payments for items based on the construction percent complete (A-101 Survey, GP 105-3.1 Mobilization, A-630 NPDES Compliance, etc.) will be computed based on the percent complete of the remaining pay items.

#### **SC-7. QUANTITIES**

The quantities set forth in the bid schedule are an estimate for the purpose of comparing bids. Payments will be made only for actual work performed, measured and accepted at the contract unit price or adjusted unit price for the items involved.

#### **SC-8. MINIMUM WAGE RATES**

Wage rates paid on the work shall be not less than the rates shown on the attached schedule approved by the U. S. Secretary of Labor or the rates of the New Mexico Department of Workforce Solutions whichever is the highest for each trade or labor classification.

#### **SC-9. DEFAULT OF CONTRACT**

If the Contractor falls significantly behind, as determined by the Engineer from the Engineer approved schedule (GP 80-03), then the Contractor shall be considered in default of their contract and such default may be considered as cause for the Owner to terminate the contract in accordance with General Provisions Section 80-09. Significantly behind schedule shall be defined as lacking manpower or equipment to complete the contract requirements within the remaining contract time or being non-responsive to the Engineer's request for schedule revisions as determined by the Engineer.

#### **SC-10. COMPLIANCE/ACCEPTANCE TESTING**

Compliance/Acceptance Testing for the purpose of determining and documenting the conformance of the work with the Technical Specifications will be accomplished under the direction of the Engineer.

Some of the technical specifications have the acceptance testing items to be performed by the Contractor's laboratory under the Engineer's direction. These tests are paid for by the Contractor.

Some of the technical specifications have the acceptance testing items to be performed by the Owner's laboratory under the Engineer's direction. These tests are paid for by the Owner. The Owner will only pay for passing compliance/acceptance tests. The cost for all failing testing performed by the Owner's laboratory will be deducted from payment due the contractor.

Acceptance tests will not be conducted until the contractor has verified the element to be tested is ready for Acceptance Testing.

Should the contractor request compliance/acceptance testing and then indicate that they are not ready, any charges to the owner for laboratory or technician's time will be deducted from payment due to the contractor.

The contractor shall develop, implement and pay for an effective independent Quality Control (QC) testing program to monitor the Contractor's operations during construction of all work with testing requirements. Independent QC shall be the responsibility of the Contractor and performed at the Contractor's sole expense. No progress pay applications will be considered until a QC plan is in place and effectively being implemented.

The Owner reserves the right to suspend work on the project if:

A QC program has not been implemented

The QC program is not being adhered to

The QC program is ineffective

The work will not be allowed to resume until corrective action acceptable to the Sponsor is documented and in place. The contract time may continue during work suspensions for ineffective QC programs.

Acceptance testing notice: The Contractor will notify the RPR/Engineer 24-hours prior to the need for acceptance testing to allow for coordination with the acceptance testing laboratory.

#### **SC-11. SAFETY AND PROTECTION**

Contractor will be responsible for initiating, maintaining, training on, and supervising a comprehensive safety program for the project.

Safety requirements include compliance with OSHA for the type of work being performed, and compliance with the Construction Safety and Phasing Plan (CSPP) developed for this project and included in these documents.

The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to: all employees on the work and other persons who may be affected thereby, including users of the airport facilities, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from

damage, injury or loss. They will erect and maintain, as required by the conditions and progress of the work, all reasonable safeguards for safety and protection, and in addition they will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc. or other industry standards. They will notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable will be remedied by contractor.

Contractor will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be contractor's superintendent unless otherwise designated in writing by contractor to owner.

The Contractor shall be responsible to the owner for the acts and omissions of all their employees and all subcontractors, their agents and employees, and all other persons performing any of the work under this Contract.

The owner reserves the right to suspend the work if the Contractor's Safety Plan is not being adhered to, or is compromised.

#### **SC-12 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)**

The CSPP included in these documents has been reviewed by the FAA and any significant changes must be reviewed by the FAA. The guideline for Airfield safety requirements is the FAA Advisory Circular 150/5370-2F "Operational Safety on Airports During Construction."

The Contractor developed Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP.

The CSPP and SPCD are specific to safety in the airfield environment and are not a comprehensive construction safety plan.

#### **SC-13. TRAFFIC CONTROL**

Provisions for traffic control will be required as governed by all referenced standards and/or specifications and as stipulated in any permit(s) or attached conditions thereto. It will be the responsibility of the Contractor to provide all necessary traffic control devices, flaggers and equipment necessary to meet said standards as incidental to the construction. No separate measurement or payment will be allowed.

Contractor's materials and equipment shall be in no way stored or temporarily placed, night or day, to cause unsafe or otherwise objectionable conditions, in accordance with referenced standards.

Construction related traffic of any type shall access the work from the highway only at those locations acceptable to County. The Contractor will be required to coordinate with the County representative regarding this requirement.

Access to the Airport site shall be controlled by the Contractor. Inadvertent entry by the traveling public shall be prevented by the Contractor at all potential access points.

Contractor related traffic, construction or equipment in the air operations area shall be included in the Contractor's Safety Plan.

#### **SC-14. SCOPE OF PAYMENT** See General Provisions Section 90-02.

### **SC-15. ALTERATIONS OF PLANS**

The Sponsor reserves the right to alter the contract plans at any time during the progress of the work. Such alterations may be increased or decreased in quantities or alterations in the details of construction, including changes in the grade or configuration of the work, or both, as may be found to be necessary or desirable. Such alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

Alterations of plans shall not involve or require work beyond the terminal of the original proposed construction except as may be considered necessary to complete the project satisfactorily.

The altered work including increases or decreases in quantities shall be performed as a part of the contract and will be paid for at the same contract prices as for other parts of the work unless:

The original contract bid schedule contains no unit bid prices for the type of work or material required by the altered plan; or

The total amount of increase or decrease in quantities of a major contract item resulting from altered plans varies from the total for the same major contract items in the contract bid schedule by more than 25 percent (major contract item as defined in GP 10-30). However, no adjustment will be made in the original contract prices regardless of how great the overrun or underrun, if said changes in quantities were not the direct result of altered plans.

### **SC-16. CONTRACTOR DOCUMENTS**

The contractor shall keep at the work site a copy of the Contract Documents and shall at all times give the Engineer access thereto. The Invitation for Bids, Information for Bidders, Special Conditions, Specifications, Plans, and all supplementary documents are intended to be complete, and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Engineer for furnishing of detail instructions. Order of Precedence: Technical Specifications will take precedence over drawings, and Special Conditions take precedence over General Provisions.

### **SC-17. ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS**

The work shall conform to such other drawings relating thereto as may be furnished by the Owner prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Engineer may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

### **SC-18. SURVEY LAND MONUMENTS AND CONSTRUCTION CONTROL MONUMENTS**

Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any monuments displaced by the Contractor shall be replaced at the Contractors expense.

**SC-19 NON-RESPONSIBILITY OF THE OWNER**

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

**SC-20. PROPERTY RIGHTS IN MATERIAL**

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or to the soil and accepted.

All such materials shall become the property of the Owner upon being so attached or affixed and accepted.

**SC-21. PAYROLL AFFIDAVITS**

In accordance with the Wage Rates and Wage and Labor Requirements, the contractor will be required to file with the Owner and Engineer, weekly, in duplicate on approved forms, sworn affidavits and certified copies of all payrolls of the wages paid during the preceding weekly pay period for all work performed under this contract. Certified copies of the payrolls must contain, as a minimum, all of the information required in the wage and labor requirements included in these Bidding and Contract Documents. The Contractor shall file annual or other such reports as required by the State.

Submission of the payroll affidavits and the certified submission of the payrolls to the Owner and to the State shall be considered compliance with the requirements of filing said forms.

**SC-22. ERRORS AND OMISSIONS**

Minor errors or omissions in the Proposal Form, Plans, or Specifications shall not relieve the Contractor from fulfilling the general intent of the Contract or from completing any item or items called for in the Plans, Specifications, or Proposal Form. Discrepancies, if found, between Federal Contract provisions, County Bidding and Contract Documents, FAA requirements in the Contract Documents, and Specifications shall be resolved at the discretion of the Engineer.

**SC-23. REFERENCED SPECIFICATIONS**

References within this document to NMDOT Specifications shall mean the Standard Specifications for Highway and Bridge Construction, 2014 Edition and latest supplements thereto.

Other Standards which may apply and may be referenced on the plans, specifications or any permit(s) which govern the project include but are not limited to the following: (whenever a specification which falls into one of the following categories has been referenced, it shall mean that specification and any revisions to it that are dated before the date that these plans and specifications were sealed).

- Manual on Uniform Traffic Control Devices (MUTCD)
- American Society for Testing and Materials (ASTM).
- American Association of State Highway and Transportation Officials (AASHTO).
- Federal Aviation Administration Advisory Circulars (AC's).
- New Mexico Standard Specifications for Public Works Construction (NMSSPWC).

Whenever a governmental specification which falls into one of the following categories has been referenced, it shall mean that specification and any revisions to it that are dated before the date that these plans and specifications were sealed.

- Federal Specifications

Military Specifications  
Federal Aviation Administration Specifications, Advisory Circulars, or other requirements.

#### **SC-24. SUBSTITUTE MATERIAL AND EQUIPMENT**

Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Contract. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in the General Provisions.

#### **SC-25. CONDITIONS AFFECTING THE WORK**

The Contractor shall be responsible for having taken steps to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve them from responsibility for successfully performing the work without additional expense to the Owner. The Owner assumes no responsibility for any understanding or representation concerning conditions made by any of the officers or agents prior to the execution of the Contract, unless such understanding or representations are expressly stated in the Contract. The submission of a bid constitutes an incontrovertible representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work. Contractor shall indemnify and hold Owner harmless from any liability for failure of the plans and specifications for any reason whatsoever.

General soils data has been obtained for the project site and are available upon request.

Utilities which are shown on the plans are not exact representations of actual field conditions which may be encountered. The successful bidder will be required to contact all utility owners for field verification of their facilities at least 72 hours prior to any work effort.

#### **SC-26. CLAIMS FOR DAMAGES AND EXTENSIONS OF TIME**

The Contractor shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer or of any employee of either, or by any other contractor employed by the Owner, or by fire, or other cause outside of the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, will be granted by the Owner provided that the Contractor gives the Owner and the Engineer prompt notice in writing of the cause of delay in each case and demonstrates that they have used all reasonable means to minimize the delay. Extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed. Extensions of time for unfavorable weather is governed by General Provisions 80-07.

Notwithstanding any provisions of this Contract whether relation to time of performance or otherwise, the Owner makes no representation or guaranty as to when the construction site or any part thereof will be available for the performance of the Contract or as to whether conditions at the construction site will be such as to permit the Contract to be performed thereon without

interruption or by any particular sequence or method or as to whether the performance of the Contract can be completed by the time required under this Contract or by any other time.

The contractor shall make no request for extension of time for suspensions related to the Contractor's Quality Control process, Airfield Safety requirements or for overall project safety.

#### **SC-27. RESPONSIBILITY OF CONTRACTOR FOR ALL WORK AND LOSSES**

Contractor shall have complete responsibility for the work and shall bear all losses resulting to them on account of the amount or character of the work, or because the nature of the ground in or on which the work is done is different from what was assumed or expected or because of bad weather, or because of errors or omissions in their bid or the contract price or, except as otherwise provided in the contract documents, because of any other causes whatsoever. Contractor shall protect the entire work, all materials under the contract and Owner's property, including machinery and equipment, in, on, or adjacent to the site of the work until final completion and acceptance of the work, from damage due to the nature of the work, action of the elements, acts of other contractors or, acts of vandals or any other causes whatsoever. Should any damage occur by reason of any of the foregoing, contractor shall repair it at their own expense to the satisfaction of Owner or of Engineer. Owner assumes no responsibility for collecting indemnities or damages from any person or persons causing injury to the work of contractor. Contractor assumes all risk of loss, damage or destruction to all of their materials, tools, appliances and property of every description and that of their subcontractors and of their respective employees or agents, and of injury to or deaths of contractor, subcontractors or their respective employees or agents arising out of or in connection with the performance of this contract.

#### **SC-28. ITEMS FOR PAYMENT**

The Contractor will be required to complete the work specified herein and as shown on the drawings in accordance with the Contract and at the contract unit price established for each of the payment items listed in the bid proposal of these contract documents. All work which is subsidiary and pertinent to a particular bid item and is not listed as a separate bid item shall be completed as a part of the bid item to which it applies. In case of dispute as to the bid item to which subsidiary or pertinent work applies, the Engineer's decision shall govern.

Payment based on a percentage of work completed (i.e. mobilization, surveying, NPDES, etc.) are not included in the overall percentage of work completed.

#### **SC-29. COORDINATION OF WORK BY OTHERS**

This project is a portion of a various improvements to the Grant County Airport. Other projects may be underway during the time of this project. The Contractor will be required to coordinate their activities with other Contractors working on the Airport to avoid any delay or unnecessary costs on other projects or work.

#### **SC-30. QUALIFICATIONS FOR EMPLOYMENT**

No person under the age the sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations, and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any work under this Contract.

No person whose age or physical condition is such as to make their employment dangerous to their health or safety, or to the health and safety of others, shall be employed to perform any work under this Contract, provided, however, this condition shall not operate against the

employment of physically handicapped persons who, otherwise employable, may safely be assigned to work which they can ably perform.

**SC-31. ALIEN LABOR**

No person not a citizen or ward of the United States shall be employed upon or in connection with any State, County, or municipal works or employment.

**SC-32. CONTRACTING OFFICER**

When used in these documents, the Contracting Officer shall mean the Owner or the Owner's designated representative.

**SC-33 DETERMINATION OF LOW BIDDER**

The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the base bid.

**SC-34 RECORD "AS-BUILT" DRAWINGS**

A set of marked up plans reflecting work as actually constructed shall be maintained by the Contractor at the job site as the work progresses. These "as-built" marked up plans shall be available for inspection by the Owner or Engineer at all times.

These "as-built" plan markups shall be updated and available for review by the Owner and Engineer prior to approval of Application for Partial Payments.

**SC-35 CHANGE ORDERS AND CONTRACT MODIFICATIONS**

New Mexico Statutes makes a distinction between a Change Order and a Contract Modification. A Change Order under New Mexico statute is a unilateral direction to the Contractor to perform specific work, where a Contract Modification is a bilateral agreement concerning the work. Definitions:

New Mexico Statutes Annotated 1978 (NMSA) section 13-1-38 defines "Change Order" as a written order signed and issued by a procurement officer directing the contractor to make changes which the change clause of the contract authorizes the procurement officer to order with or without the consent of the contractor.

NMSA section 13-1-42 defines "Contract Modification" as any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract. The Changes Clause referred to in the definition of Change Order is the General Provision section 40-02 Alterations of Work and Quantities.

The use of the term "Change Order" in the General Provisions of this contract is not the same as the NMSA definition of Change Order. General Provision section 10-12 defines "Change Order" as a written order to the Contractor by the Owner, covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

This Special Condition is intended to modify the use of the term Change Order in the General Provisions to reflect the NMSA definitions of Change Order and Contract Modification. It is the intent of the owner and engineer to use Contract Modifications, as defined by NMSA, to reach agreement on changes to the contract wherever possible. However, the owner reserves the right to issue Change Orders, as defined by NMSA, as needed by circumstances.



### **SC-36 CONTRACTOR'S PROJECT E-MAIL ADDRESS**

CONTRACTOR shall procure and maintain an e-mail address from an Internet Service Provider along with appurtenant computer hardware and software for the purposes of communicating with ENGINEER and OWNER throughout the project. The CONTRACTOR shall demonstrate that its e-mail address is established and functioning before any applications for payment on this project will be accepted. CONTRACTOR's e-mail address shall be maintained until the one-year warranty period for correcting defective work has elapsed. The CONTRACTOR shall promptly notify the OWNER and ENGINEER of any changes to its e-mail address.

### **SC-37 PROCUREMENT CODE AND DISPUTE RESOLUTION**

The Procurement Code of the County of Grant, New Mexico shall be followed for all procurement issues of this contract. Where the County of Grant, New Mexico Procurement Code is silent, the State Procurement Code shall be applied. Additionally, as this is a Local Public Works Contract as defined by NMSA 13-1-66.1 or a State Public Works Contract as defined by NMSA 13-1-91; the provisions of NMSA 13-4 -1 et seq. "Public Works Contracts" and NMSA 13-4C-1 et. seq. "Public Works Mediation" shall be followed.

Prior to instituting arbitration, or other legal proceedings, the parties shall first meet, confer, and attempt to negotiate a resolution of any claim or dispute related to or arising out of this Agreement. For CONTRACTOR Claims, this negotiation session shall occur within thirty (30) days after OWNER receives written notice of a claim, together with the supporting data concerning the claim. For OWNER Claims, the negotiation session shall occur within thirty (30) days after the OWNER gives written notice to the CONTRACTOR of the nature of the claim or dispute, together with a request for a negotiation session.

If the claim of dispute is not resolved by the negotiation session, then the matter will be submitted to mediation, pursuant to the New Mexico Public Works Mediation Act, § 13-4C-1, NMSA version in effect on the date of execution of this Contract Document.

Notice of the mediation shall be sent within thirty (30) days after the date of the negotiation session.

If the claim or dispute is not resolved through mediation, and if the aggregate amount of the claims between OWNER and CONTRACTOR does not exceed two hundred fifty thousand dollars (\$250,000), then the claim or dispute arising out of or relating to this Contract shall be submitted to binding arbitration pursuant to the New Mexico Uniform Arbitration Act, § 44-7A-1, et. seq. NMSA. The Contract to Arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final and judgment may be entered upon it in any Court having jurisdiction thereof. A written demand for arbitration, describing the nature of the claim, shall be made within thirty (30) days after the date of the mediation. In no event shall the demand for arbitration be made after the institution of legal or equitable proceedings based on any such claim that would be barred by the applicable statute of limitations. The CONTRACTOR will carry on the work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed to by the OWNER and CONTRACTOR in writing.

If the claim or dispute is not resolved through mediation, and if the aggregate amount of the claims between the OWNER and CONTRACTOR exceeds two hundred fifty thousand dollars (\$250,000), then the claim or dispute between the OWNER and CONTRACTOR shall be decided by the District Court, Grant, New Mexico, and shall be subject to all applicable appeals.

**SC-38 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.**

Simultaneously with his delivery of the executed contract, the Contractor awarded this contract, if an award is made, shall complete and execute a Form W-9, Request for Taxpayer Identification Number and Certification and any other forms/documents required to become a vendor for the County.

**SC-39 LICENSE AND ROYALTY FEES.**

All license and royalty fees for products or for processes shall be paid directly by the Contractor.

**SC-40 UTILITIES**

The Contractor shall make all provisions for the supply of all utilities (electricity, water, waste disposal, telephone, etc.) require for their construction needs.

Water is for sale in Bayard, New Mexico.

**SC-41 RESPONSIBLE AND RESPONSIVE DEFINITIONS**

Definitions from FAA Order 5100.38D, Table U-8

(5) Responsive applies to the bid documents filed by a bidder and responsible applies to qualifications of the bidder.

(a) Responsive. A responsive bid conforms to all significant terms and conditions contained in the sponsor's invitation for bid. It is the sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

(i) Material Deviations. It is FAA policy that sponsors may not waive material deviations. Material deviations include those that affect material terms and conditions of the invitation for bids such as delivery time, quantity, technical specifications, price, or failure to send required bond and insurance information.

(ii) Minor Deviations. It is FAA policy that sponsors may waive minor deviations. These might include a simple failure to enter an extended price on an item, when such extended price can be ascertained simply by multiplying the unit price by the number of units.

(b) Responsible. A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8) (2 CFR § 200.318(h)). This includes such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Definitions from New Mexico Statutes Annotated

13-1-82. Definition; responsible bidder.

"Responsible bidder" means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids.

13-1-84. Definition; responsive bid.

"Responsive bid" means a bid which conforms in all material respects to the requirements set forth in the invitation for bids. Material respects of a bid include but are not limited to price, quality, quantity or delivery requirements.

## **SC-42 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)**

This section modified Section 50-01 of the General Provisions.

The RPR is engineer's agent at the site, will act as directed by and under the supervision of engineer, and will confer with engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall, in general be with engineer and contractor keeping owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge of the contractor and under the direction of the engineer.

The RPR serves as engineer's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist engineer in serving as owner's liaison with contractor when contractor's operations affect owner's on-site operations.

All submittals are made to the engineer who will review, approve, reject, or request a resubmittal.

The engineer and owner approve contract modifications/change orders.

The engineer will make all acceptances of construction utilizing input from the contractor's or engineer's owners testing, RPR observations, etc.

Waivers to the contract requirements can only be made by the engineer.

The RPR can reject in the field, material that does not meet or appear to meet specifications (see specification P-401-4.12 for example).

RPR responsibilities:

1. Conduct on-site inspections of the work in progress to assist engineer in determining if the work is in general proceeding in accordance with the Contract Documents.
2. Report to engineer when RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise engineer of work that RPR believes should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
3. RPR will also notify the contractor of materials or work that appears to be unsatisfactory or not in compliance with the contract requirements and that such materials or work and any subsequent work so affected may be subject to rejection. The RPR will advise the engineer and owner of such observations for guidance and decision concerning rejection.
4. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor

- maintains adequate records thereof; and observe, record and report to engineer appropriate details relative to the test procedures and startups.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these inspections and report to engineer and owner.
  6. Interpretation of Contract Documents: Report to engineer when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by engineer.

#### RPR Limitations of Authority

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by engineer.
2. Shall not exceed limitations of engineer's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibility of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than contractor.
7. Shall not authorize owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by engineer.

#### **SC-43 NEW MEXICO GROSS RECEIPTS TAX (NMGRT)**

Location Code 08-008 shall be used for the submission of New Mexico Gross Receipts Tax for this project.

#### **SC-44 UNMANNED AERIAL SYSTEM (UAS OR DRONE) USE ON/NEAR AIRPORT**

The Airport Manager must authorize the use of a drone on/over the airport.

Additionally, the UAS operator must obtain authorization from the FAA for UAS operations on or near the airport.

If authorization is obtained from the Airport Manager and the FAA, a written agreement will be executed between the airport, contractor, and FAA remote pilot.

Remote pilots and recreational flyers must be aware of and avoid aircraft traffic patterns and takeoff and landing areas. A drone must not interfere with operations at the airport must yield right-of-way to all other aircraft.

#### **SC-45 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS REPORTING**

The contractor will complete and submit to the NM Department of Workforce Solutions (DWS) the reports, lists, and payrolls required by the DWS. A copy of these submittals will be provided to the owner and engineer. These include the Contractor's Wage Decision Approval, Subcontractor List, Subcontractor forms, Affidavit of Wages Paid, Statement of Intent to Pay Prevailing Wages, and certified payrolls.

## **SC-46 RESIDENT PROJECT REPRESENTATIVE AS USED IN THESE DOCUMENTS**

The use of "Resident Project Representative" and "RPR" the General Provisions and Technical Specifications shall mean the engineer, engineer's or owner's representative and does not limit the engineer or owner from performing RPR tasks.

## **SC-47 FAA SPONSOR GRANT REQUIREMENTS PASSED THROUGH TO THE CONTRACTOR**

### **22. Trafficking in Persons.** (*italics added to identify the parties*)

a. You (*Sponsor*) as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We (*FAA*) as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you (*Sponsor*) or a subrecipient that is a private entity (*i.e. contractor*):

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
  - a. Associated with performance under this Grant; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You (*Sponsor*) must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our (*FAA*) right to terminate unilaterally that is described in paragraph (a) of this Condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us (*FAA*) under this Grant Agreement.

### **25. Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;

- iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

END OF SPECIAL CONDITIONS

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		submits a proposal for the work contemplated.
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
<b>10-20</b>	<b>Contractors Quality</b>	The Contractor's QC facilities in accordance with the



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

Paragraph Number	Term	Definition
10-30	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	<b>Lighting</b>	<p>A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.</p>
10-33	<b>Major and Minor Contract Items</b>	<p>A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</p>
10-34	<b>Materials</b>	<p>Any substance specified for use in the construction of the contract work.</p>
10-35	<b>Modification of Standards (MOS)</b>	<p>Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.</p>
10-36	<b>Notice to Proceed (NTP)</b>	<p>A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.</p>
10-37	<b>Owner</b>	<p>The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Grant County, New Mexico</p>

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-38</b>	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
<b>10-39</b>	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
<b>10-40</b>	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
<b>10-41</b>	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
<b>10-42</b>	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
<b>10-43</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
<b>10-44</b>	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
<b>10-45</b>	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
<b>10-46</b>	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
<b>10-47</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-48</b>	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-49</b>	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
<b>10-50</b>	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-52</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-53</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-54</b>	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
<b>10-55</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-56</b>	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-57</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-58</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-59</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental

Paragraph Number	Term	Definition
		agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	<b>Owner Defined terms</b>	<p><b>Change Order and Contract Modification</b></p> <p>New Mexico Statutes makes a distinction between a Change Order and a Contract Modification. A Change Order under New Mexico statute is a unilateral direction to the Contractor to perform specific work, where a Contract Modification is a bilateral agreement concerning the work.</p> <p>Definitions:</p> <p>New Mexico Statutes Annotated 1978 (NMSA) section 13-1-38 defines "Change Order" as a written order signed and issued by a procurement officer directing the contractor to make changes which the change clause of the contract authorizes the procurement officer to order with or without</p>

Paragraph Number	Term	Definition
		<p>the consent of the contractor.</p> <p>NMSA section 13-1-42 defines “Contract Modification” as any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract.</p> <p>The Changes Clause referred to in the definition of Change Order is the General Provision section 40-02 Alterations of Work and Quantities.</p> <p>The use of the term “Change Order” in the General Provisions of this contract is not the same as the NMSA definition of Change Order. General Provision section 10-12 defines “Change Order” as a written order to the Contractor by the Owner, covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.</p> <p>These definitions are intended to modify the use of the term Change Order in the General Provisions to reflect the NMSA definitions of Change Order and Contract Modification. It is the intent of the owner and engineer to use Contract Modifications, as defined by NMSA, to reach agreement on changes to the contract wherever possible. However, the owner reserves the right to issue Change Orders, as defined by NMSA, as needed by circumstances.</p> <p><b>Incidental:</b> work required to complete the contract that is not contained in a Contract Pay Item.</p>

**END OF SECTION 10**

150/5370-10H

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** The Advertisement for Bids is contained in the bid package.

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

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

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

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

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

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

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

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

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

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

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

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

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

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

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

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.



c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

**20-11 Delivery of proposal.** Submit bids per the Instructions to Bidders.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by written or telegraphic notice before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

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

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

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

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 10 days prior to bid opening.

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

## END OF SECTION 20

150/5370-10H

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## Section 30 Award and Execution of Contract

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

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

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

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

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

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

For contracts containing AIP funding, no award shall be made until the FAA has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

Contract award will be contingent upon the FAA issuing an AIP grant.

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

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

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all

legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

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

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

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

## END OF SECTION 30

150/5370-10H

## Section 40 Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such

existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

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

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

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent

property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

150/5370-10H



## Section 50 Control of Work

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

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

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

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

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

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

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

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy,

calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

#### **50-04 List of Special Provisions.**

- SC-1. Scope Of Project
- SC-2. Drawings
- SC-3. Time Of Starting And Completion, Work Limitations.
- SC-4. Insurance
- SC-5. Water And Material Haul
- SC-6. Payments
- SC-7. Quantities
- SC-8. Minimum Wage Rates
- SC-9. Default Of Contract
- SC-10. Compliance/Acceptance Testing
- SC 11. Safety And Protection
- SC-12 Construction Safety And Phasing Plan (CSPP)
- SC 13. Traffic Control
- SC-14. Scope Of Payment
- SC-15. Alterations Of Plans
- SC-16. Contractor Documents
- SC-17. Addenda, Revisions And Supplementary Drawings
- SC-18. Survey Land Monuments And Construction Control Monuments
- SC-19 Non-Responsibility Of The Owner
- SC-20. Property Rights In Material
- SC 21. Payroll Affidavits
- SC 22. Errors And Omissions
- SC 23. Referenced Specifications
- SC 24. Substitute Material And Equipment
- SC 25. Conditions Affecting The Work
- SC 26. Claims For Damages And Extensions Of Time
- SC 27. Responsibility Of Contractor For All Work And Losses
- SC 28. Items For Payment
- SC-29. Coordination Of Work By Others
- SC-30. Qualifications For Employment
- SC-31. Alien Labor
- SC-32. Contracting Officer
- SC-33 Determination Of Low Bidder
- SC-34 Record "As-Built" Drawings

- SC-35 Change Orders And Contract Modifications
- SC-36 Contractor's Project E-Mail Address
- SC-37 Procurement Code And Dispute Resolution
- SC-38 Taxpayer Identification Number And Certification.
- SC-39 License And Royalty Fees.
- SC-40 Utilities
- SC-41 Responsible And Responsive Definitions
- SC-42 Authority of the Resident Project Representative (RPR)
- SC-43 New Mexico Gross Receipts Tax
- SC-44 Unmanned Aerial System (UAS or Drone) Use On/Near Airport
- SC-45 New Mexico Department of Workforce Solutions Reporting
- SC-46 Resident Project Representative as used in these documents
- SC-47 FAA Sponsor Grant Requirements passed through to the contractor

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

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

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

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

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

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

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

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey

control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): Field notes shall be kept in standard field notebooks furnished by the Contractor.

1. Drawings will be delivered in AutoCAD Civil 3D 2021 compatible format (.DWG or .DXF) with the surfaces developed.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for

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

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

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

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

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

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

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of

such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

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

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

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

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

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

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

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

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

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

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

## END OF SECTION 50

150/5370-10H

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of

such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** An Engineer/RPR field office is not required.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's



plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

## END OF SECTION 60

150/5370-10H

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## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

New Jet-A Fuel Storage, Bulk Loading System And Facility Improvements. The slot drain will outfall into the pond being constructed by the fuel farm contractor. Contact the Airport Manager for information.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 4 of the project plans.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of

unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final

acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Owners Emergency Contact: Rebekah Wenger, Airport Manager (575) 388-4554

Non-FAA Airfield lighting electrical circuits and NAVAIDS: Airport Manager

FAA Facilities -VORTAC, Localizer, REILs, and MALS: FAA ATO (El Paso, Tx), 915-774-8800. FAA Tech Ops Oscar Eggerstedt 915-472-1352 or Nick Chavez 915-305-4160.

Airport water: Rebekah Wenger, Airport Manager (575) 388-4554

Electric: Texas/New Mexico Power Company/PNM 505-538-3313

Water: on-airport well, Grant County

Sewer: individual septic systems

Telephone/Communications: Qwest 800-993-9904

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs.** None in the project area.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** See the Certificate of Insurance requirements contained in the Contract Documents and Specifications.

## END OF SECTION 70

150/5370-10H



## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 5 days of the NTP date. The Contractor shall notify the RPR at least 48 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner and the Notice to Air Missions (NOTAMs) are published (see the Construction Safety and Phasing Plan).

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for

any reason, the Contractor shall notify the RPR at least 48 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the

effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that

will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
1	\$1,500.00 per calendar day	40 calendar days including the 24 calendar days for cure period in specification P-620

The maximum construction time allowed for Schedule 1 will be the sum of the time allowed for individual schedules but not more than 40 calendar days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or

use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

## END OF SECTION 80

150/5370-10H

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in

Term	Description
<b>Volume</b>	approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be</p>



Term	Description
	<p>reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

- a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than seven (7) days per NMSA §57-28-5 after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

## END OF SECTION 90

150/5370-10H WITH ERRATA 57

## **CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) AC 150/5370-2G**

V2

### **GENERAL**

1. Operational safety is a primary consideration at airports; construction introduces new challenges in the airport environment. The airport operator's Construction Safety and Phasing Plan (CSPP) (this document) and the Contractor prepared companion Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities on the airport. These documents identify aspects of the construction project that pose a potential safety hazard to the Contractor and to airport operations and outline respective mitigation procedures for each hazard. These documents provide all information necessary for the Airport to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. Aviation safety provisions included within the project drawings, contract specifications, and other related documents are reflected in the CSPP and SPCD.
2. Airports present a unique working environment. Airplanes traveling at high speed, multi-directional traffic, noise, and night work are a few of the conditions that may confront a construction worker on an airport. Safety is of paramount concern to all parties. (quoted from AC 150/5340-30H paragraph 1.3)

This document was prepared in accordance with FAA Advisory Circular AC 150/5370-2G "Operational Safety on Airfields During Construction" and the specifics of this project. This document was approved by the FAA on 3/17/2023 and 3/28/2023 by Jean Gamarra under the following Airspace Study Numbers (ASNs): 2023-ASW-807-NRA to 2023-ASW-815-NRA.

3. The CSPP (this document) provides specific information on operational safety on airports during construction and is to be an integral part of the Contractor's comprehensive safety plan. The contractor's comprehensive safety plan is required by OSHA for the type of work being performed under this contract. This document also provides information to the airport operator and airport users on operational restrictions during the construction.
4. In all matters relating to aviation or construction safety, the Contractor is responsible to the Owner for the conduct of all of its employees, subcontractors, material suppliers, or others it employs on or brings to the project ("Contractor personnel"). The Contractor shall assure that all of its personnel on the project are made aware of the requirements of the safety plans and that they implement and maintain all necessary measures for a safe working environment.
5. Safety related contract provisions include:
  - a. Occupational Safety and Health Act of 1970 (Reference 20 CFR part 1910)
  - b. Contract Workhours and Safety Standards Act Requirements (Reference: 2 CFR § 200 Appendix II (E))
  - c. General Provisions 10-23 Construction Safety and Phasing Plan (CSPP).
  - d. General Provisions 10-53 Safety Plan Compliance Document (SPCD)
  - e. General Provisions 40-05 Maintenance of traffic.
  - f. General Provisions 50-02 Conformity with plans and specifications.

- g. General Provisions 70-06 Sanitary, health, and safety provisions.
  - h. General Provisions 70-07 Public convenience and safety.
  - i. General Provisions 70-08 Construction Safety and Phasing Plan (CSPP).
  - j. General Provisions 70-13 Opening sections of the work to traffic.
  - k. General Provisions 80-04 Limitation of operations.
  - l. General Provisions 80-04.1 Operational safety on airport during construction.
  - m. General Provisions 80-05 Character of workers, methods, and equipment.
  - n. General Provisions 80-11 Work area, storage area and sequence of operations.
  - o. Item C-100 Contractor Quality Control Program
  - p. Technical Specifications may also include specific safety requirements.
6. Availability of FAA Advisory Circulars (AC). FAA ACs are available on the web at: [http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/)
7. Airport general information
- a. The airport is a Part 139 commercial service airport without 49 CFR Part 1542, Airport Security requirements.
  - b. The airport does not have an Air Traffic Control Tower; all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. Aircraft may not broadcast their positions or intentions so visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.
  - c. The airport has an Aircraft Rescue and Fire Fighting (ARFF) organization. See paragraphs in the CSPP for actions relating to ARFF access.
  - d. Project description: Crack fill, seal coat and markings on the general aviation apron; construction of a slot drain and outfall.

### **CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)**

For ease in reference, paragraph numbering is from FAA Advisory Circular AC 150/5370-2G “Operational Safety on Airfields During Construction”

- 1.4 Who Is Responsible for Safety During Construction?
- 2.1 Overview
- 2.5 Coordination
- 2.6 Phasing
- 2.7 Areas and Operations Affected by Construction Activity
- 2.8 Navigation Aid (NAVAID) Protection
- 2.9 Contractor Access
- 2.10 Wildlife Management
- 2.11 Foreign Object Debris (FOD) Management.
- 2.12 Hazardous Materials (HAZMAT) Management
- 2.13 Notification of Construction Activities
- 2.14 Inspection Requirements
- 2.15 Underground Utilities
- 2.16 Penalties
- 2.17 Special Conditions.
- 2.18 Runway and Taxiway Visual Aids.
- 2.19 Marking and Signs for Access Routes.
- 2.20 Hazard Marking, Lighting and Signing.
- 2.21 Work Zone Lighting for Nighttime Construction.

2.22 Protection of Runway and Taxiway Safety Areas.

2.23 Other Limitations on Construction.

## 2.1 OVERVIEW

### 1.4 Who Is Responsible for Safety During Construction?

#### 1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

#### 1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1 Develop a CSPP (this document) that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP.

1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.

1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees, appropriate FAA representatives; and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity.

1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.

1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.

1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Air Missions (NOTAM) and other methods, as appropriate.

1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.

1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.



1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.

1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.

1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.2.13 Take immediate action to resolve safety deficiencies.

1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.

1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).

1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stockpiles, and haul routes not specified in this document.

1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at [https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT\\_SPONSOR\\_STRATEGIC\\_EVENT\\_SUBMISSION\\_FORM.pdf](https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf), to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.

1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.

#### 1.4.3 Define Construction Contractor's Responsibilities.

The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

1.4.3.1 Prepare and submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and

will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

Safety Plan Compliance Document (SPCD)

1. The Contractor shall prepare and submit a SPCD within 10 calendar days after the date of pre-construction conference. The airport operator and Engineer/RPR shall have 10 calendar days to review and comment on the SPCD. Failure to submit the SPCD or failure to provide a SPCD that can be approved is a basis of a termination for default. Failure to have a SPCD that can be approved within 60 calendar days of the date of the preconstruction conference will be a basis for a termination for default.
2. The Contractor's Safety Plan Compliance Document (SPCD) shall include a general statement by the Contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The Contractor statement should include the name of the Contractor, the title of the project CSPP (**Apron Pavement Maintenance and Slot Drain Construction**), the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read and understand the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP.
3. SPCD must meet the CSPP Requirements.
4. The CSPP (this document) provides requirements in the areas outlined below. Details that are not specified in the CSPP (this document) will be included in the Contractor's SPCD.

1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.

1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.

1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stockpiles, and haul routes when different from cases previously filed by the airport operator.

1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.

1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

## **CONSTRUCTION SAFETY AND PHASING PLANS**

### **2.5 Coordination.**

1. The contents of this CSPP will be an agenda item at the pre-bid and pre-construction conferences.
2. The SPCD will be submitted by the Contractor and reviewed and approved by the Owner prior to the start of construction.
3. The Contractor's Comprehensive Safety Plan, including the SPCD, are required submittals by the Contractor.
4. Contractor Progress Meetings. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project.
5. The shut-down of any of the airport surfaces (runway, taxiway, etc.), NAVAIDS or FAA ATO airway facilities requires advance coordination between the Owner, Contractor, and FAA and will be included in the construction schedule.
  - a. FAA ATO NAVAIDS shutdown requires 45 days advance notice. These shutdown notification requirements will be reflected on the contractor's schedule.
  - b. The Owner will coordinate all NAVAID shutdowns.
6. Changes in the scope or duration of the project may necessitate revisions to the CSPP with the associated review and approval by the airport operator and the FAA.
7. Any CSPP revisions will require the Contractor to revise their SPCD.
8. The list of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours will be developed at the pre-construction conference.

### **2.6 Phasing.**

1. The project has three construction phases.
  - a. Phase A is the slot drain work
  - b. Phase B is the western portion of the apron crack filing, seal coating and markings.
  - c. Phase C is the eastern portion of the apron crack filing, seal coating and markings.
2. The area of apron made available to the contractor for the pavement rehabilitation work on the apron will be determined daily based on the airport and tenants needs. The entire apron will not be made available for work at the same time. The CSPP drawing of Phases A, B, and C are the general areas that would be available to the contractor at any one time.

- a. The slot drain area will be closed for the duration of the slot drain construction. To minimize the impact to the hangar tenant, the slot drain work on the apron must be completed in 21 calendar days.

### 3. Phase Elements.

- a. Areas closed to aircraft operations: General Aviation apron as described above.
- b. Areas open to aircraft operations: all runways, Taxiways A, A1 through A5, Commercial Service apron, Fire Service apron
- c. Duration of closures: daily, the apron areas will be cleaned prior to the end of work.
- d. Taxi routes: Taxiway A will remain open, taxiing to/from the aprons will use the connector taxiways outside the work areas.
- e. ARFF access routes: no changes. In an emergency, emergency vehicles will transit the construction area.
- f. Construction staging areas: outside the airport fence, to be determined during the pre-construction conference.
- g. Construction access and haul routes: existing airport gates will be used to access the apron and slot drain work areas. Travel outside of the work areas is not allowed.
- h. Impacts to NAVAIDs: none
- i. Lighting and marking changes: none
- j. Available runway length: no changes.
- k. Declared distances (if applicable): not applicable.
- l. Required hazard marking and lighting: barricades/traffic cones
- m. Lead times for required notifications: 10 days prior to start of work to notify airport tenants/users, 4 days for NOTAMS.
- n. Construction safety drawings are included in the plan set.

### 2.7 Areas and Operations Affected by Construction Activity.

See paragraph 2.6

### 2.8 Navigation Aid (NAVAID) Protection.

No impact from this project

### 2.9 Contractor Access.

1. Contractor access routes
  - a. The contractor will utilize existing gates leading to the apron area. The contractor will ensure the gate is fully closed before leaving the gate area to prevent "piggy-backing".
2. Communications
  - a. The Contractor shall have on site and monitored at all times the runways are occupied, a two-way radio capable of communicating on 122.8 MHz. The radio monitor must be capable of understanding common aircraft communications and be able to advise pilots of closed runway/taxiway situations or other Contractor activities that will interfere with the pilot's stated intentions. (For example: the monitor must be able to advise a pilot who has stated their intention to land on a runway that is closed for construction, that the runway is closed and equipment is on the runway. The Contractor will not perform air traffic control, they will advise an aircraft of a potentially dangerous situation.)
  - b. Any communication devices used to control the Contractor's operations shall not use the aviation frequencies.
3. Vehicle and Pedestrian Operations

- a. This CSPP has been prepared using a maximum vehicle/equipment height of 25 feet. If the contractor plans on using equipment taller than 25 feet high, Notice to FAA must be provided, see paragraph 2-13.5.
  - b. All Contractor vehicles that will be within the airport perimeter fence and beyond the Contractor's storage yard shall:
    - (1) Have the name of the Contractor or business clearly displayed on both sides.
    - (2) Display an airfield flag (orange/white checkered minimum 3' square).
    - (3) An operational yellow flashing light is required during periods of low visibility.
    - (4) The operator/driver shall have attended an airport specific driving class conducted by the airport management.
4. Location of Stockpiles Construction Material
- a. The maximum height of material stockpiles is 25'.
  - b. The stockpiles shall be maintained with water, dust palliative, or other means to prevent dust/debris from blowing off of the stockpiles.
  - c. Overnight equipment parking areas will be outside the airport fence and will be assigned during the pre-construction conference.

**2.10 Wildlife Management.**

- 1. The Contractor will take measures to alleviate any wildlife attractant. Wildlife attractants include: food waste, trash, ponding water, construction debris, grass seeding, open excavations, etc.
- 2. The Contractor will notify the Owner of any observed wildlife in the project area/on the airport.

**2.11 Foreign Object Debris (FOD) Management.**

- 1. Debris, dirt and other products of the construction activities must be controlled to prevent them from being transported to airfield surfaces and becoming FOD. The Contractor will develop a plan to maintain the work areas free of material which could become FOD on the active airfield surfaces.
- 2. Sweeping, earthwork, and hauling produce dust and airborne debris which can also impact aircraft operations. Dust shall be controlled by methods acceptable to the engineer/RPR (watering, dust palliative, etc.).
- 3. Sweeping of airfield surfaces will not be allowed during the period 15 minutes prior to and 15 minutes after arrival and takeoff of scheduled airline flights. Additionally, the airport manager or engineer/RPR may require sweeping or dust producing activities to cease for other aircraft activity; and may require sweeping if dust/dirt from the contractor's activity is observed on the airfield surfaces.

**2.12 Hazardous Materials (HAZMAT) Management.**

- 1. Storage of Hazardous Material will be in approved containers, safety data sheet (SDS), material safety data sheet (MSDS), or product safety data sheet (PSDS) for all hazardous material on-site will be maintained in a central location on site of the Contractor's choosing.
- 2. The quantity of hazardous material stored on-site will be kept to a quantity of one weeks use or less.

**2.13 Notification of Construction Activities.**

1. The list of Responsible Representatives will be developed during the pre-construction conference.
2. All notice to the FAA and airport tenants will be accomplished by the airport manager.
3. The Contractor will provide a 24-hour point of contact that has the authority to address and correct issues with compliance with this plan.
4. Ten days' notice is required prior to the start of construction so the airport tenants and users can be notified of the work on the apron and limited hangar access.
5. Should the contract require approval for a piece of equipment of stockpile higher than 25' review by the FAA is required. The airport will make this notice to the FAA and the contractor will not be allowed to work until the FAA has reviewed and made a determination on the new/changed height.
6. The airport must remain accessible to emergency vehicles at all times. Additionally, the on-airport ARFF (Airport Rescue and Fire Fighting) vehicles must be able to respond to all airfield surfaces. Emergency vehicle and ARFF access routes are shown on the drawings.
7. The Contractor shall notify ARFF personnel, mutual aid providers, and other emergency services when construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if Contractors work with hazardous material on the airfield. These same agencies will be notified when the water is restored and when the hazardous materials are no longer on site.
8. Emergency notification procedures: The Contractor shall post and make known to their employees, sub contractors and material suppliers, the emergency telephone numbers and physical location of the work site.
9. The Airport Manager will make all notifications to the FAA. The Contractor will notify the Airport Manager at least four (4) working days prior to occupying a Work Area so these notifications (NOTAMS) can be made.
10. The Contractor will notify the Airport Manager when all work is completed within a Work or Construction Area so completion notifications can be made.

#### **2.14 Inspection Requirements.**

1. The Contractor will make daily inspections of all devices installed to comply with this plan and shall take immediate action to correct any deficiencies in compliance with the plan.
2. The Owner/Airport Manager/Engineer/RPR can inspect the work for compliance with this plan at any time and can direct compliance. Failure to comply with this plan can result in the shutting down of the project until corrections can be implemented.
3. The Owner, Airport Manager, Engineer/RPR, or other authorized Federal, State, County, or City inspector may visit the project at any time for enforcement of this plan or any other regulation or law.
4. The Contractor will cooperate with any inspection.

#### **2.15 Underground Utilities.**

1. The slot drain will require excavation.
2. The contractor will contact NM One Call and have the construction area marked for utilities.
3. The Contractor shall hand excavate to locate utilities and shall protect exposed utilities from damage.

#### **2.16 Penalties.**

1. The Owner, Airport Manager, Engineer/RPR, or other authorized Federal, State, County, or City inspector can inspect the work for compliance with this plan at any time and can direct compliance. Failure to comply with this plan can result in the shutting down of the project until corrections can be implemented.

### **2.17 Special Conditions.**

1. Unique conditions that may affect the operation of the airport ??
2. All employees of the Contractor, sub-Contractors, material suppliers and others hired by the Contractor that will be within the airport perimeter fence must attend an one hour airport specific security training class conducted by the airport management.
3. All persons, as described above, shall maintain the security of the airport by staying within designated areas and stopping persons who do not belong within the airport perimeter fence.
4. The Contractor is responsible for the security of the gates they install or use and shall prevent unauthorized persons from entering the gates.
5. The airport manager may impose operation restrictions on the Contractor's movements and activities during the period 30 minutes prior to a scheduled airline service arrival to 30 minutes after the actual departure of a schedule airline service, or other passenger charter flight.

### **2.18 Runway and Taxiway Visual Aids.**

1. Barricades, and traffic cones shall be installed as shown on the plans or as directed by the engineer/RPR or Airport Manager.
2. Contractor shall provide, install, maintain, and remove all temporary devices.
3. The Airport Manager will issue NOTAMS on the airport facilities.
4. The Contractor will notify the airport manager no later than 96 hours prior to any action requiring an aircraft or FAA facility closure.
5. Low profile barricades will be provided, installed, maintained, and removed by the Contractor. Barricades will be installed at the locations shown and as directed by airport operations. Barricades must meet manufactures specifications for proper operation. Barricades will be weighed/anchored to prevent movement from wind, jet blast, or prop wash.
6. The Contractor will provide a 24-hour point of contact that has the authority to address and correct issues with compliance with this plan.

### **2.19 Marking and Signs for Access Routes.**

None required

### **2.20 Hazard Marking, Lighting and Signing.**

1. Low profile barricades will be provided, installed, maintained, and removed by the Contractor. Barricades will be installed at the locations shown and as directed by airport operations. Barricades must meet manufactures specifications for proper operation.

### **2.21 Work Zone Lighting for Nighttime Construction.**

Not applicable

### **2.22 Protection of Runway and Taxiway Safety Areas.**

1. The work on the stub-taxiway is within the Taxiway Safety Areas of Taxiway A. During this area's work Taxiway A will remain open and the contractor will move their operations until the aircraft pass.

### **2.23 Other Limitations on Construction.**

1. Construction can occur during daylight hours Monday through Friday. Work outside these hours must be pre-coordinated at least 48 hours in advance with the airport Manager/engineer.
2. The maximum height of construction equipment and material stockpiles is 25-feet.
3. No blasting is allowed on this project.
4. No open sources of flame are allowed on this project.

**2.24 Non-Airfield Operational Safety Requirements**

- a. The following non-airfield safety requirements are brought to the Contractor’s attention.
  - (1) The Manual on Uniform Traffic Control (MUTC) will be used to define the traffic control where construction is along a public road.
  - (2) Lock-Out/Tag-Out If there is ANY electrical within the project the Contractor shall comply with the requirement of OSHA (29 CFR 1910.333 and 29 CFR 1910-147) lockout-tagout procedures.

**METHOD OF MEASUREMENT**

Measurement will be made per lump sum for the Safety Plan Compliance Document preparation, daily safety compliance, provision of all barricades and closed runway Xs, and other items related to compliance with this document.

Ten percent of the cost will be paid upon the owner’s acceptance of the Safety Plan Compliance Document, with the remaining ninety percent being paid as a percentage of the work completed by cost.

**BASIS OF PAYMENT**

Payment shall be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all labor, equipment, field supplies, and incidentals necessary to complete the item.

Payment will be made under:

Item SP-1	Safety Plan Compliance	per Lump Sum
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**Federal Aviation Administration**  
 10101 Hillwood Parkway  
 ASW-640 LA/NM Airports Development Office  
 Fort Worth, TX 76177

Justin Barker

March 17, 2023

TO:  
 Grant County, NM  
 Attn: Rebekah Wegner  
 P. O. Box 898  
 Silver City, NM 88062  
 rwegner@grantcountynm.com

CC:  
 Bohannon Huston Inc  
 Attn: Mark Huntzinger  
 7500 Jefferson St, NE  
 Albuquerque, NM 87109  
 mhuntzinger@bhinc.com

RE: *(See attached Table 1 for referenced case(s))*  
 \*\*Construction Safety and Phasing Plan\*\*

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2023-ASW-807-NRA		SILVER CITY,NM	32-37-50.77N	108-09-15.38W	25	5399
2023-ASW-808-NRA		SILVER CITY,NM	32-37-53.39N	108-09-14.34W	25	5404
2023-ASW-809-NRA		SILVER CITY,NM	32-37-53.97N	108-09-08.80W	25	5401
2023-ASW-810-NRA		SILVER CITY,NM	32-37-50.93N	108-09-08.50W	25	5395

Project:

AIRPORT NAME: GRANT COUNTY

AIP Project No:

PROJECT DESCRIPTION: CSPP for apron seal coat, crack fill, and slot drain Phases A and B. Structure height is 25'; construction equipment. Survey to 1A standards based on physical survey by Bohannon Huston.

CSPP Conditional Approval

**FAA Action**

Based upon our review of your Construction Safety and Phasing Plan (CSPP), the FAA conditionally approves the use of this CSPP for the proposed AIP-funded project.

Our evaluation of your CSPP included an assessment for general conformance to the standards and guidelines established in AC 150/5370-2 "Operational Safety on Airports". Our evaluation does not preclude your obligation to submit Part 77 notification for temporary construction objects associated with this project.

**Conditions of Acceptance**

Our approval of your CSPP is contingent upon proper resolution of the actions listed (below/as an attachment). Please prepare and submit a written annotated response that indicates how you resolved each applicable condition:

This Temporary Equipment will exceed the RWY 08/26 Part 77 Transitional surface. This Equipment must be marked/lighted with flags and red obstruction lights in accordance with FAA Advisory Circular 70/7460-1, Obstruction Marking and Lighting, Chapters 3, 4, 5, and 12. Temporary vehicular equipment must be marked/lighted in accordance with AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport. In addition to the items addressed in the CSPP, the following should be addressed: Staging area and list of contacts not provided with CSPP for review. Yellow flashing lights are required on vehicles for low visibility and hours of darkness. If work is to be conducted at night, construction lighting units and their general locations should be positioned and adjusted to aim away from active runways to prevent blinding effects. Notify airport management of any spills. Develop emergency notification procedures prior to the start of the project. Airport management must inspect prior to opening any surface. Use hazard marking and lighting to identify open manholes, small areas under repair, stockpiled material, and waste areas. Blackout any markings that lead into a closure that will be closed for an extended period of time. Are there provisions to prevent an inadvertent entry of an aircraft into the construction area? The drawings don't show placement of barricades on the north side of the hangars. The spacing of barricades shall be placed so that a breach is physically prevented barring a deliberate act. If barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet. Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. A contractor's representative should be on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. Work is not authorized in an active safety area. If at any time work is to be accomplished in the TSA or TOFA, refer to AC 150/5370-2G section 2.22.

#### **Limitations of FAA Action:**

The purpose of our review is to establish whether your CSPP conforms to the requirements of AC 150/5370-2 and other applicable FAA standards. Our approval action does not:

- a. Relieve you of the responsibility for the accuracy, completeness, and technical content of the CSPP.
- b. Pre-empt or modify your responsibilities to comply with obligations established by 14 CFR Part 139.
- c. Negate or modify your obligations and responsibilities as they relate to compliance with applicable AIP statutory and regulatory requirements.
- d. Represent an approval for modification of a FAA standard.

#### **Required Sponsor Actions:**

You must take appropriate action to assure the following:

- a. Verify the successful bidder prepares a Safety Plan Compliance Document (SPCD) that outlines how they intend to comply with the established CSPP requirements.
- b. Verify the submittal of a 7460-1 for additional point-of-interests for any contractor equipment (i.e. crane, batch plant, concrete pump) or material stockpile that exceeds the height and lateral dimension of previous aeronautical studies for construction objects associated with this project.

- c. Provide advance coordination with our office if there is any proposed material change to the approved CSPP. (Note: Any proposed change to the approved project CSPP may require further FAA evaluation, including additional aeronautical review through the OE/AAA system.)
- d. Monitor the contractor's compliance with the approved project CSPP
- e. Take immediate and appropriate corrective action to address any CSPP deficiency discovered subsequent to our approval action.
- f. Complete a Strategic Events Submission form and forward to appropriate FAA ATO P&R office for any project that requires temporary shutdown of an FAA Navaid facility.

If you have any questions concerning this determination contact Jean Gamarra (817) 222-5522  
Jean.Gamarra@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical  
Study Number 2023-ASW-807-NRA.

Jean Gamarra

ADO

**Signature Control No: 571889671-576639836**



**Federal Aviation Administration**  
 10101 Hillwood Parkway  
 ASW-640 LA/NM Airports Development Office  
 Fort Worth, TX 76177

Justin Barker

March 28, 2023

TO:  
 Grant County, NM  
 Attn: Rebekah Wegner  
 P. O. Box 898  
 Silver City, NM 88062  
 rwegner@grantcountynm.com

CC:  
 Bohannon Huston Inc  
 Attn: Mark Huntzinger  
 7500 Jefferson St, NE  
 Albuquerque, NM 87109  
 mhuntzinger@bhinc.com

RE: *(See attached Table 1 for referenced case(s))*  
 \*\*Construction Safety and Phasing Plan\*\*

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2023-ASW-811-NRA		SILVER CITY,NM	32-37-53.97N	108-09-08.80W	25	5401
2023-ASW-812-NRA		SILVER CITY,NM	32-37-53.98N	108-09-07.39W	25	5400
2023-ASW-813-NRA		SILVER CITY,NM	32-37-53.41N	108-09-02.98W	25	5396
2023-ASW-814-NRA		SILVER CITY,NM	32-37-50.80N	108-09-02.98W	25	5395
2023-ASW-815-NRA		SILVER CITY,NM	32-37-50.93N	108-09-08.50W	25	5395

Project:

AIRPORT NAME: GRANT COUNTY

AIP Project No:

PROJECT DESCRIPTION: CSPP for apron seal coat, crack fill Phase C. Structure height is 25’; construction equipment. Survey to 1A standards based on physical survey by Bohannon Huston.

CSPP Conditional Approval

**FAA Action**

Based upon our review of your Construction Safety and Phasing Plan (CSPP), the FAA conditionally approves the use of this CSPP for the proposed AIP-funded project.

Our evaluation of your CSPP included an assessment for general conformance to the standards and guidelines established in AC 150/5370-2 “Operational Safety on Airports”. Our evaluation does not preclude your obligation to submit Part 77 notification for temporary construction objects associated with this project.

**Conditions of Acceptance**

Our approval of your CSPP is contingent upon proper resolution of the actions listed (below/as an attachment). Please prepare and submit a written annotated response that indicates how you resolved each applicable condition:

This Temporary Equipment is within the Primary surface of RWY 08/26. It is not frangible and is not fixed by function, therefore the temporary equipment will require additional review by the Airports Division to mitigate safety concerns. Should the safety concerns be mitigated and/or the proposed location remain unchanged after further review, then the equipment shall be marked/lighted with flags and red obstruction lights in accordance with FAA Advisory Circular 70/7460-1, Obstruction Marking and Lighting, Chapters 3, 4, 5, and 12. Vehicular equipment shall be marked/lighted in accordance with AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport. Potential mitigation options include runway closure during construction activities. If the runway is to remain open, NOTAMs are required to identify the construction equipment location and identify the revisions (if applicable) to the declared distances data due to the construction activity. Temporary equipment structures exceed Part 77 surface: Structure top exceeds the Primary Surface [77.19(c)] by 20 ft. Marking and lighting should be IAW AC 70/7460-1 Structures need to be added to airport NOTAM system.

### **Limitations of FAA Action:**

The purpose of our review is to establish whether your CSPP conforms to the requirements of AC 150/5370-2 and other applicable FAA standards. Our approval action does not:

- a. Relieve you of the responsibility for the accuracy, completeness, and technical content of the CSPP.
- b. Pre-empt or modify your responsibilities to comply with obligations established by 14 CFR Part 139.
- c. Negate or modify your obligations and responsibilities as they relate to compliance with applicable AIP statutory and regulatory requirements.
- d. Represent an approval for modification of a FAA standard.

### **Required Sponsor Actions:**

You must take appropriate action to assure the following:

- a. Verify the successful bidder prepares a Safety Plan Compliance Document (SPCD) that outlines how they intend to comply with the established CSPP requirements.
- b. Verify the submittal of a 7460-1 for additional point-of-interests for any contractor equipment (i.e. crane, batch plant, concrete pump) or material stockpile that exceeds the height and lateral dimension of previous aeronautical studies for construction objects associated with this project.
- c. Provide advance coordination with our office if there is any proposed material change to the approved CSPP. (Note: Any proposed change to the approved project CSPP may require further FAA evaluation, including additional aeronautical review through the OE/AAA system.)
- d. Monitor the contractor's compliance with the approved project CSPP
- e. Take immediate and appropriate corrective action to address any CSPP deficiency discovered subsequent to our approval action.
- f. Complete a Strategic Events Submission form and forward to appropriate FAA ATO P&R office for any project that requires temporary shutdown of an FAA Navaid facility.

If you have any questions concerning this determination contact Jean Gamarra (817) 222-5522  
Jean.Gamarra@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical  
Study Number 2023-ASW-811-NRA.

Jean Gamarra

ADO

**Signature Control No: 571895429-577869454**

**ITEM A-101**  
**CONSTRUCTION SURVEYING BY CONTRACTOR**  
(Non-FAA Spec.)

**DESCRIPTION**

101-1.1 This work shall consist of the construction surveying for lines, grades, structures, layouts, staking, measurements, computations for payments, and finished as-constructed conditions by the Contractor in accordance with the plans and specifications and as directed by the Engineer.

- a. All work shall be performed under the supervision of a New Mexico licensed land surveyor.
- b. Failure to properly implement a comprehensive and complete construction surveying program shall constitute a basis for suspension of work and/or withholding of project progress payments.
- c. Differences or discrepancies between the survey data contained in the drawings and data found in the field shall be immediately brought to the engineer's attention.
- d. The surveyor shall field verify/refurbish the horizontal and vertical control shown on the drawings, as this control will be used as the basis for all of the construction staking. GPS procedures may be utilized to initially verify the horizontal and vertical control. All apparent errors in the drawing data shall be immediately brought to the owner/engineer's attention in writing detailing the exact error(s).
- e. This item is for the total of the contract as awarded.

**MATERIALS**

101-2.1 The Contractor shall furnish all stakes, templates, straightedges, benchmarks, surveying equipment, data collection equipment, hardware and software, and other devices necessary for establishing, checking, marking and maintaining points, lines, grades and layouts. As directed by the Engineer, points shall be referenced so that they may later be re-established.

**CONSTRUCTION REQUIREMENTS**  
(Construction Surveying by the Contractor)

101-3.1 Construction surveying by the Contractor shall include use of vertical and horizontal survey control points to establish construction survey points and construction centerlines; establish additional bench marks as necessary; setting stakes for fence, culverts, slopes, subgrade, subbase, base course, pavement courses, and any other points or elevations deemed necessary for proper control of the work; and for staking all lighting elements, visual aids and incidentals associated with airfield lighting. The Contractor shall establish construction layout as required by this and other contract specifications. Survey control points have been established by the owner. The Contractor shall protect these monuments from disturbance. Temporary benchmarks - control points shall be referenced and made available to Engineer. Any damage or disturbed control points must be replaced by the Contractor at his own expense.

101-3.2 Other

- a. Slot drain, drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
  - b. Painting and Striping layout may be marked with chalk lines and/or temporary marking paint. Any temporary paint spots outside of areas to be marked shall be eradicated and the eradication covered with tack coat.
- 101-3.3 Field notes shall be kept in standard field notebooks furnished by the Contractor. Field notes shall be kept in a clear, orderly and neat manner consistent with standard surveying practices.
- a. The standard field notebooks shall become the property of the Owner upon completion of the work. The standard field notebooks or copies of shall be made available to the Engineer upon request at any time during the prosecution of the work.
- 101-3.4 The Contractor shall employ sufficient qualified personnel experienced in surveying and layout to complete the work accurately and timely. The supervision of the Contractor's surveying and layout personnel shall be the responsibility of the Contractor's surveyor and any errors resulting from the operations of such personnel shall be corrected at no additional cost to the Owner. Any overruns resulting from Contractor's errors will be at the expense of the Contractor.
- 101-3.5 The Project Engineer may check the accuracy of the construction stakes, lines, grades and layouts but will assume no responsibility for the accuracy or the final result of the construction stakes, lines, grades and layouts.

**METHOD OF MEASUREMENT**

101-4.1. Measurement will be made per lump sum for construction surveying for the total of the project as awarded. Ten percent of the surveying payment will be reserved for the as-constructed files, with the remaining ninety percent being paid as a percentage of the work completed by cost.

**BASIS OF PAYMENT**

101-5.1. Payment shall be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all crews, licensed surveyors, equipment, hardware and software, plots and drawings and for all labor, equipment, field supplies and incidentals necessary to complete the item.

Payment will be made under:

Item A-101-5.1 Construction Surveying by Contractor..... per Lump Sum

**END OF SECTION**



**ITEM A-103  
CONTRACT CLOSEOUT  
(Non-FAA Spec.)**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Item Includes:
  - 1. Closeout procedures.
  - 2. Final cleaning.
  - 3. Adjusting.
  - 4. Project record documents.
  - 5. Operation and maintenance data.
  - 6. Warranties and one year warranty inspection.
  - 7. Spare parts and maintenance materials.
  - 8. Subcontractor and material supplier lien releases.
- B. Related Items:
  - 1. General Provisions - Section 50-15: Final Acceptance.

**1.2 CLOSEOUT PROCEDURES**

- A. Submit written notification that Work is complete in accordance with Contract Documents and ready for Engineer's inspection under provisions of General Provisions - Section 50-15: Final Acceptance.
- B. Provide submittals to Engineer that are required by governing or other authorities. Submit within 15 days of the project acceptance or final inspection whichever is later.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Submit within 15 days of the project acceptance or final inspection whichever is later.
- D. Submit notarized labor and payment lien releases from all material suppliers, subcontractors and sub-subcontractors including professional service providers. Submit within 15 days of the Owners payment on the items of work of the supplier or subcontractor. For example: a lien release is required from the supplier of base course material any subcontractor's who may have hauled the material within 30 days of the owner's payment for base course material, and even if the project is not complete.
- E. Sign and submit final adjusting change order/contract modification. Submit within 15 days of the Owner's tender of the final adjusting change order/contract modification.
- F. DBE Compliance Reports. Submit within 15 days of the project acceptance or final inspection whichever is later.

**1.3 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection.
- B. Clean site.

- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### **1.4 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### **1.5 PROJECT RECORD DOCUMENTS**

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed submittals.
  - 6. Test reports.
  - 7. As-built drawings
- B. Store Record Documents separate from documents used for construction. Label "Project Record Documents".
- C. Record information concurrent with construction progress. Use erasable colored pencil. Date all entries. Call attention to entry by circling area affected.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish grade.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract Drawings.
  - 6. The as-built drawings will include photographs imbedded into the drawings of the manufacturer's data tags/labels of all electrical components installed under this contract.
- F. Submit documents to Engineer with final Application for Payment.

## **1.6 OPERATION AND MAINTENANCE DATA**

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch (216 x 279 mm) three D side ring capacity expansion binders with a hard durable plastic covers. All sheets shall have reinforced binding. All documents to be originals, unless otherwise noted. Submit one PDF set using BHI Tracker.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, date, Owner, contract number and subject matter of binder when multiple binders are required. Printing shall be on face and spine.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearing typed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 30 pound white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
  - 1. Significant design criteria.
  - 2. List of equipment including model and serial number.
  - 3. Parts list for each components.
  - 4. Operation instructions.
  - 5. Scheduled maintenance instructions for equipment and systems including lubrication instructions.
  - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
  - 1. Shop drawing and product data to reflect as-built condition. Edit the documents to show only the information applicable to the Project.
  - 2. Certificates.
  - 3. Photocopies of warranties and bonds.
- H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised, within ten days after final inspection.

## **1.7 WARRANTIES**

- A. Provide notarized copies.
- B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in separate section of Operation and Maintenance Manual.

- D. Follow submittal procedures as outlined in Operation and Maintenance Data.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

**1.8 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification Items. This item shall be produced by the same manufacturer and compatible with the installed Products.
- B. Deliver to project site and place in location as directed; obtain receipt from Owner prior to final payment.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**PART 4 - MEASUREMENT AND PAYMENT**

- 4.1 Measurement and payment for the work in this Item of the Specifications shall be included in the price for the Bid Item to which the work applies. No separate payment will be made.

**END OF ITEM**

**ITEM A-104  
SUBMITTALS  
BHI Tracker™  
(Non-FAA Spec.)**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

1. Buy American Act
2. Submittal procedures.
3. Construction progress schedules.
4. Proposed products list.
5. Shop drawings.
6. Product data.
7. Samples.
8. Mix Designs.
9. Manufacturer's instructions.
10. Certifications and tests.

**1.2 RELATED SECTIONS**

1. Item A-103 - Contract Closeout.

**1.3 BUY AMERICAN ACT**

1. See the Federal Contract Provisions for requirements of the Buy American Act.
2. Each material or product submittal will contain a certificate that the material meets the Buy American Act or that a waiver has been issued by the FAA. That an item is on the FAA's approved equipment list (FAA Advisory Circular 150/5345-53D Appendix 3 Addendum) is not a Buy American certification or waiver.

**1.4 SUBMITTAL PROCEDURES**

1. Provide submittals in accordance with individual Specification Sections.
2. For steel and manufactured goods, provide country of origin to show compliance with the Buy American contract provisions.
3. Transmit each submittal via BHI Tracker™. This is accessed at <https://www.bhinc.com/tracker-portal/>
4. **PROVIDE A SEPARATE SUBMITTAL FOR EACH ITEM.** BHI Tracker will automatically number the submittals. Identify re-submittals by selecting "Resubmittal" as the Submittal Type and select the item to be resubmitted .
5. Identify Project, Contractor, subcontractor, manufacturer or supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, Article and Paragraph number, as appropriate.
6. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction, and coordination of information, is in accordance with the requirements of the work and Contract Documents.
7. Schedule submittals to expedite the Project, but no later than 30 days after the notice to proceed unless otherwise noted, each submittal via BHI Tracker™. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.

8. Allow ten (10) working days for each submittal for review.
9. When it becomes apparent from Engineer's cursory review that a submittal fails to demonstrate compliance with the requirements of the Contract Documents, a detailed review will not be provided by the Engineer and the submittal will be returned. Illegible submittals will be returned without review. Refer to Paragraph 1.14 for additional review costs.
10. Revise and resubmit incomplete, rejected, or otherwise unacceptable submittals within 10 days of the Engineer transmittal. Identify all changes made since previous submittal.
11. Distribute copies of reviewed submittals to concerned entities. Instruct entities to promptly report any inability to comply with provisions.
12. Engineer's review does not constitute acceptance or responsibility for accuracy of dimensions or quantities, nor shall it relieve the Contractor from meeting any requirements of the Contract Documents, nor shall it constitute approval of any deviation from the Contract Documents unless such deviations are specifically stated as such on the submittal and are specifically allowed by the Engineer by written notification for each such variation. The Engineer's review will not relieve the Contractor from the responsibility for errors or omissions in the submittals or from having completed Contractor's responsibilities specified within the Contract Documents regarding submittals.
13. Engineer's review will only be for conformance with the Project's design concept and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures or construction, or to safety precautions or programs incident thereto. The review of a separate item as such will not constitute approval of the assembly in which the item functions.

**BHI Tracker Submittal Format**

*Each item must be submitted under a separate submittal*

Item	Required	Options/Notes
Submitted by	Yes	automatically completed
Submittal ID	Yes	can be edited
Specification Number	Yes	specification that requires the submittal
Subject	Yes	general subject of the submittal (i.e. electrical equipment)
Assigned to	No	select reviewer, BHI Tracker will assign if no one is selected
Supplier	Yes	supplier of the material
Manufacturer	Yes	manufacturer of the material
Drawing Number	Yes	drawing number of the material
Is this Item on the Approved Product List	Yes	Yes/No, use No if there is not an Approved Equipment List
Are there any deviations from the Contract Document?	Yes	Yes/No
Explain Deviations	Conditional	if a deviation, explain the deviation from the contract requirements
Product Description	Yes	product description of the material
Contractor Attachment	Yes	contractor attachment of the material

## **1.5 CONSTRUCTION PROGRESS SCHEDULES**

1. Submit initial progress schedule in duplicate within 15 days after date established in Notice to Proceed for Engineer.
2. Revise and resubmit in accordance with review.
3. Submit a chart with separate lines for each section of work, identifying first workday of each week. Include any required notifications to the airport for the issuance of NOATMS.

## **1.6 PROPOSED PRODUCTS LIST**

1. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model and catalog designations, and reference standards.
3. For steel and manufactured goods, provide country of origin to show compliance with the Buy American contract provisions. Provide FAA Buy American waiver if applicable.

## **1.7 SHOP DRAWINGS**

1. Submit via BHI Tracker™. If submitted via hard copy, submit the number of opaque reproductions which Contractor requires, plus 2 copies, which will be retained by Engineer. Where noted, submit one reproducible transparency.
2. After review, reproduce and distribute in accordance with article on Procedures above and for Record Documents described in Item A-103 - Contract Closeout.

## **1.8 PRODUCT DATA**

1. Submit via BHI Tracker™.
2. Highlight or otherwise mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
3. After review, distribute in accordance with article on Procedures above and provide copies for Record Documents described in Item A-103 - Contract Closeout.

## **1.9 MIX DESIGN**

1. Submit material portions and supportive data in accordance with individual Specification Sections.
2. Submit via BHI Tracker™.

## **1.10 SAMPLES**

1. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of finishes from the full range of manufacturers' standard textures, and patterns for Engineer's selection.
3. Include identification on each sample, with full Product information.
4. Submit the number of samples specified in individual specification Sections; one of which will be retained by Architect/ Engineer.

## **1.11 MANUFACTURER'S INSTRUCTION**

1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up adjusting, and finishing, in quantities specified for Product Data.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

**1.12 CERTIFICATIONS AND TESTS**

1. When specified in individual specification Sections, submit certifications via BHI Tracker™ to Engineer for review, in quantities specified for Product Data.
2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, tests, affidavits, and certifications acceptable to Engineer.
3. Certifications shall be dated within 1 year of date of submittal.

**1.13 CALCULATIONS**

1. When specified in individual specification sections, submit calculations to Engineer for review, in quantities specified for Product Data.
2. Submit basic calculations to substantiate general design. Provide sketches and general formulas with parameters defined.

**1.14 REIMBURSEMENT FOR REVIEW OF EXCESSIVE SUBMITTALS**

1. Reimburse Owner for Engineer's costs to review Excessive Submittals.
2. The Contractor is allowed two (2) submittals on any one (1) item of material, product, equipment system, or O&M Manual to demonstrate compliance with the requirements of the Contract Documents.
3. All subsequent submittals for the item of material, product, equipment system, or O&M Manual following the first two (2) submittals that Contractor still needs to make to demonstrate compliance with the requirements of the Contract Documents are defined as excessive submittals.
4. Owner will charge Contractor the Engineer's labor and incidental costs to review Excessive Submittals based on Engineer's standard billing rates. The total amount owed by Contractor to Owner for review of Excessive Submittals will be deducted from the amounts owed Contractor on the Final Adjusting Change Order.
5. When the Engineer identifies that a resubmittal (second submittal) is "Rejected" or "Revise and Resubmit", this will constitute as written notice by the Owner to the Contractor that Excessive Submittals for the item in question will be required of the Contractor and that the Owner will deduct Engineer's labor and incidental costs to review any and all subsequent submittals on the item in question from the Contract Price on the final adjusting Change for this project.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**PART 4 - MEASUREMENT & PAYMENT**

No separate measurement or payment will be made for submittal preparation or delivery. All costs associated with the requirements of this item or other technical section submittal requirements shall be incorporated into the items requiring submittals.



SUBMITTALS FOR:	MANUFACTURER'S DATA	CERTIFICATIONS	SHOP DRAWINGS	MIX DESIGN/SIEVE ANALYSIS	LAB TEST REPORTS	PRODUCTION SCHEDULE	RECORD DRAWINGS & SURVEY	FIELD TEST REPORTS	DELIVERY TICKETS	INSTALLATION INFORMATION	WIRING DIAGRAM	MAINTENANCE MANUALS	SPARE PARTS LIST	GUARANTEES	TEST SECTION	OTHER, SEE SPECIFICATION
SPECIFICATION	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p
CONSTRUCTION SAFETY AND PHASING PLAN - CSPP	CONTRACTOR PREPARED SAFETY PLAN COMPLIANCE DOCUMENT															
A-101 CONSTRUCTION SURVEYING BY CONTRACTOR						X	X									
A-103 CONTRACT CLOSEOUT	X	X	X	X	X		X	X	X	X	X	X	X	X		
C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	X	X				X										
D-701 PIPE FOR STORM DRAINS AND CULVERTS	X	X				X	X	X						X		
D-702 SLOTTED DRAINS	X			X	X	X		X						X		
P-605 JOINT SEALANTS FOR PAVEMENTS	X	X			X	X			X	X						
P-620 RUNWAY AND TAXIWAY MARKING	X	X				X				X				X		
P-608-R RAPID CURE SEAL COAT	X	X		X	X	X		X	X						X	
S-190 PAVEMENT MARKING REMOVAL						X									X	

**END SECTION A-104**

## Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to 10 percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

Notices required by the New Mexico Department of Workforce Solutions shall also be posted.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

Item C-105            Mobilization – lump sum

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster  
United States Department of Labor, Wage and Hour Division (WHD)  
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

150/5370-10H

## Item D-701 Pipe for Storm Drains and Culverts

### DESCRIPTION

**701-1.1** This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

### MATERIALS

**701-2.1** Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

**701-2.2 Pipe.** The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

**701-2.3 Concrete.** Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2014) Section 510.

**701-2.4 Rubber gaskets.** Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477.

**701-2.7 Plastic gaskets.** Plastic gaskets shall conform to the requirements of ASTM C990.

**701-2.8. Controlled low-strength material (CLSM).** Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

### CONSTRUCTION METHODS

**701-3.1 Excavation.** The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling

operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

**701-3.2 Bedding.** The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

**a. Other pipe materials.** For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

**701-3.3 Laying pipe.** The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

**701-3.4 Joining pipe.**

**a. PVC, Polyethylene, or Polypropylene pipe.** Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

**701-3.5 Embedment and Overfill.** Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

### **701-3.5-1 Embedment Material Requirements**

**a. Plastic Pipe.** Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

### **701-3.5-2 Placement of Embedment Material**

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

### **701-3.6 Overfill**

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D698. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

### **701-3.7 Inspection Requirements**

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

## **METHOD OF MEASUREMENT**

**701-4.1** The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The each type and size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

## BASIS OF PAYMENT

**701-5.0** These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Item D-701-5.1        HDPE Solid Pipe (10 inches – diameter)

Payment will be made under:

Item 701-5.1        HDPE Solid Pipe (10 inches – diameter)

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M304        Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter

ASTM International (ASTM)

ASTM C94            Standard Specification for Ready Mixed Concrete

ASTM C150          Standard Specification for Portland Cement

ASTM D3034        Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

ASTM D3212        Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

ASTM D3282        Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

ASTM D6690        Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

ASTM F477          Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASTM F794          Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter

ASTM F949          Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

National Fire Protection Association (NFPA)

NFPA 415            Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

## END ITEM D-701

150/5370-10H

## Item D-702 Slotted Drains

### DESCRIPTION

**702-1.1** This item shall consist of the construction of steel slotted drains or cast iron slotted vane drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans. Typical details shall be shown on the plans.

All materials shall meet the Buy American provisions of the contract.

AASHTO HS-20 loading is required.

### MATERIALS

**702-2.1 General.** All slotted drains shall meet the requirements shown on the plans and specified below. All slotted drains shall meet specified hydraulic design requirements and shall support the loadings specified.

#### **702-2.2 Pipe.**

**a. Steel slotted drain.** Pipe shall be metallic coated (galvanized or aluminized type 2) corrugated steel type I meeting the requirements of ASTM A760. Pipe diameter and gauge shall be as shown on the plans.

**b. Cast iron slotted vane drain.** Polyvinyl Chloride (PVC) pipe shall either connect to Polyvinyl Chloride (PVC) that meet the requirements of ASTM D3034 or to a pre-fabricated channel system. Pipe diameter shall be as shown on the plans. The pipe shall have an open slot to accept the cast iron slotted vane drain castings.

POLYCAST ® 700 series is an example of a pre-fabricated channel system.

#### **702-2.3 Grates and castings.**

**a. Steel Slotted Drain.** Grates shall be manufactured from ASTM A36 Grade 36 steel. Spacers and bearing bars (sides) shall be 3/16-inch (5 mm) material. The spacers shall be welded to each bearing bar with four 1-1/4 inch long by 3/16 inch wide (32 mm long by 5 mm wide) fillet welds on each side of the bearing bar at spacings not exceeding 6 inches (150 mm). The grates shall be 6 inches (150 mm) high or as shown on the plans and shall have a maximum 1-3/4 inch (45 mm) opening in the top.

Grates shall be galvanized in accordance with ASTM A123 except with a 2 ounce / square feet (0.61 kg/sq m) galvanized coating.

The grates shall be fillet welded to the corrugated steel pipe with a minimum weld one inch (25 mm) long on each side of the grate at every other corrugation. Weld areas and the heat affected zones where the slot is welded to the corrugated pipe shall be thoroughly cleaned and painted with a zinc-rich paint in accordance with repair of damaged coatings in ASTM A760.

Each 20-foot (6.1-m) length of drain delivered to the job site shall be within the following tolerances: vertical bow  $\pm 3/8$  inch (9 mm), horizontal bow  $\pm 5/8$  inch (16 mm), twist  $\pm 1/2$  inch (12 mm).



**b. Cast iron slotted vane drain.** Castings shall meet the requirements of ASTM A48, Class 35B gray iron. Castings shall be furnished with no coatings.

Castings shall be designed to fit on open slots in 15 inch (38 cm) PVC pipe. Casting sections shall not exceed 3 feet (1 m) in length. Casting sections shall have a built-in vane configuration with bar spacings not exceeding 6 inches (150 mm). The opening at the surface shall not exceed 3-3/4 inch (95 mm), and the vane shall be constructed on a radius so that the opening shall be less than 1-1/2 inch (38 mm) at a depth of 1-1/2 inch (38 mm) as measured vertically from the surface. Casting sections shall integrally lock into the concrete by use of top and bottoms flanges and shear tabs. Castings shall accept bolts for bolting sections together and shall accept wire for fitting to pipe.

NEENAH R-3599-B is an example of a cast iron slotted vane drain.

**702-2.4 Concrete.** Concrete shall have a minimum compressive strength of 3,000 psi (20.7 MPa) at 28-days when tested in accordance with ASTM C39. Concrete used shall conform to the requirements of New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2014) Section 510.

**702-2.5 Buy American.** All steel and manufactured items provided under this specification must meet the Buy American requirement.

## CONSTRUCTION METHODS

**702-3.1 Excavation.** The width of the trench shall be sufficient to permit satisfactory installation and jointing of the slotted drain and placing of a concrete backfill material under and around the drain, but shall not be less than the external pipe diameter plus 6 inches (150 mm) on each side. The depth of the trench shall be a minimum of 2 inches (50 mm) below the invert for steel slotted drain and 6 inches (150 mm) below the invert for a cast iron slotted vane drain. Pavement shall be saw cut and removed to prevent damage to adjacent pavement to remain.

**702-3.2 Installation.** Slotted drains shall be laid in sections joined firmly together as shown on the plans. The top of all drains shall be held firmly in place to the proper grade, to preclude movement during the backfilling operation.

**702-3.3 Joining.** Slotted steel drain joints shall be firmly joined by modified hugger type bands, or as indicated, to secure the pipe and prevent infiltration of the backfill. When the slotted steel drain is banded together, the adjacent grates shall have a maximum 3-inch (75 mm) gap. Cast iron drain castings shall be bolted together.

**702-3.4 Backfilling.** Slotted drains shall be inspected before any backfill is placed. Damaged drains shall be aligned or replaced at the expense of the Contractor.

The trench holding the slotted drain assembly shall be backfilled with concrete that will easily flow under and around the drain and the trench wall. The opening in the top of grates and castings shall be covered to prevent unwanted material from entering the drain during the backfilling and subsequent surfacing operations.

The concrete backfill shall be even with the adjacent pavement and sloped to the slot drain entrance.

## METHOD OF MEASUREMENT

**702-4.1** The length of slotted drain shall be measured in linear feet (meters) of slotted drain in place, completed, and approved. It shall be measured along the centerline of the drain from end or inside face of structure to the end or inside face of structure, whichever is applicable. The classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections being measured.

## BASIS OF PAYMENT

**702-5.1** Payment shall be made at the contract unit price per linear foot (meter) for each slotted drain type and size designated. These prices shall be full compensation for all materials, all preparation, saw cutting, excavation, backfill, concrete collar/surface and installation of the slotted drain; and all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 702-5.1	Slotted Drains (10 inches – diameter) - per linear foot (meter)
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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A36	Standard Specification for Carbon Structural Steel
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO-AGC-ARTBA Task Force 13 Report A Guide to Standardized Highway Drainage Products

## END OF ITEM D-702

150/5370-10H

## Item P-608-R Rapid Cure Seal Coat

### DESCRIPTION

**608-R-1.1** This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

### MATERIALS

**608-R-2.1 Aggregate.** The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO<sub>2</sub> content of 55% minimum, CaO of 3% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

**Aggregate Material Gradation Requirements**

<b>Sieve Designation</b>	<b>Percentage by Weight Passing Sieves</b>
No. 8	100
No. 14	98-100
No. 16	85-100
No. 30	15-45
No. 50	0-8
No. 70	0-2

### Aggregate Characteristics

Test	Standard	Range
Micro-Deval	ASTM D7428	15% max
Magnesium Sulfate Soundness	ASTM C88	2% max
Aggregate Angularity	ASTM C1252 – Test Method A	45% min
Moisture Content (%)	ASTM C566	2% max
Bulk Dry Specific Gravity	ASTM C128	2.6 – 3.0
Absorption (%)	ASTM D2216	3% max
Mohs Hardness	Mohs Scale	7 min

The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

**608-R-2.2 Asphalt material.** The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

#### Properties for Asphalt Sealing Material

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10-30 cSt
Percent Residue by Distillation	ASTM D402	30-45%

#### Tests on Residue from Distillation

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1,1,1 Trichloroethylene	ASTM D2042	99% min.
HCl Precipitation Value		18-25

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open

flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

**608-R-2.3 Seal Coat with Aggregate.** The Contractor shall submit friction test data from at least two (2) airport projects identified under 608-R-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

### COMPOSITION AND APPLICATION RATE

**608-R-3.1 Application Rate.** The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Sealer gal/yd <sup>2</sup> (l/m <sup>2</sup> )	Quantity of Aggregate lb/yd <sup>2</sup> (kg/m <sup>2</sup> )
N/A	0.08-0.15 (0.36-0.68)	0.40-0.50 (0.11-0.22)

**608-R-3.2 Control areas and control strips.** A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

**c. Control strip.** If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

## CONSTRUCTION METHODS

**608-R-4.1 Worker safety.** The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

**608-R-4.2 Weather limitations.** The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F (14°C) and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the

sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

**608-R-4.3 Equipment and tools.** The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute). The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

**608-R-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with

a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**608-R-4.5 Application of asphalt sealer.** The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

**Caution.** *Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the Contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.*

**608-R-4.6 Application of aggregate material.** Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.



## QUALITY CONTROL (QC)

**608-R-5.1 Manufacturer's representation.** The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. The manufacturer's representative shall be present throughout the seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

**608-R-5.2 Contractor qualifications.** The Contractor shall provide the RPR with the seal coat Contractor's qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

## MATERIAL ACCEPTANCE

**608-R-6.1 Application rate.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-R-6.2 Friction tests.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline. The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

## METHOD OF MEASUREMENT

**608-R-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

## BASIS OF PAYMENT

**608-R-8.1** Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

**608-R-8.2** Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

Item P-608-R-8.1 Asphalt Surface Treatment – per square yard

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	<u>Standard Test Method for Distillation of Emulsified Asphalt</u>
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Advisory Circulars (AC)

- AC 150/5320-12 Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
- AC 150/5320-17 Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
- AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements
- AC 150/5380-7 Airport Pavement Management Program (PMP)

AC 150/5320-12C Change 1

Table 3-2 provided for reference

	40 mph			60 mph		
	Minimum	Maintenance Planning	New Design/ Construction	Minimum	Maintenance Planning	New Design/ Construction
Mu Meter	.42	.52	.72	.26	.38	.66
Dynatest Consulting, Inc. Runway Friction Tester	.50	.60	.82	.41	.54	.72
Airport Equipment Co. Skiddometer	.50	.60	.82	.34	.47	.74
Airport Surface Friction Tester	.50	.60	.82	.34	.47	.74
Airport Technology USA Safegate Friction Tester	.50	.60	.82	.34	.47	.74
Findlay, Irvine, Ltd. Griptester Friction Meter	.43	.53	.74	.24	.36	.64
Tatra Friction Tester	.48	.57	.76	.42	.52	.67
Norsemeter RUNAR (operated at fixed 16% slip)	.45	.52	.69	.32	.42	.63

**END OF ITEM P-608-R**

150/5370-10H with errata 45

## Item P-605 Joint Sealants for Pavements

### DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

### MATERIALS

**605-2.1 Joint sealants.** Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

**605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be  $25\% \pm 5\%$  larger in diameter than the nominal width of the joint.

**605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least  $5^{\circ}\text{F}$  ( $3^{\circ}\text{C}$ ) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately  $1/8$  inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

### CONSTRUCTION METHODS

**605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be  $50^{\circ}\text{F}$  ( $10^{\circ}\text{C}$ ) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

**605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

**a. Tractor-mounted routing tool.** Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

**b. Concrete saw.** Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

**c. Sandblasting equipment.** Sandblasting is not allowed.

**d. Waterblasting equipment.** The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**e. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**f. Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

**605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**a. Sawing.** All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing.** Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by hand or tractor-mounted routing equipment as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

**c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

**d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

**605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch (3 mm)  $\pm$  1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

#### METHOD OF MEASUREMENT

**605-4.1** Joint sealing material shall be measured by the pound (kg) of sealant in place, completed, and accepted.

#### BASIS OF PAYMENT

**605-5.1** Payment for joint sealing material shall be made at the contract unit price per pound (kg). The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	Joint Sealing Filler - per pound (kg)
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#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

ASTM D6690

Standard Specification for Joint and Crack Sealants, Hot Applied,  
for Concrete and Asphalt]

Advisory Circulars (AC)

AC 150/5340-30

Design and Installation Details for Airport Visual Aids

**END ITEM P-605**

150/5370-10H

## Item P-620 Runway and Taxiway Marking

### DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

### MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

**620-2.2 Marking materials.**

**Table 1. Marking Materials**

Paint				Glass Beads		
Type	Color	Fed Std. 595 Number	Application Rate Maximum		Type III Minimum	
Final Application Waterborne Type I			115 ft <sup>2</sup> /gal		10 lb/gal	
	Yellow	33538 or 33655	115 ft <sup>2</sup> /gal		10 lb/gal	

Glass beads shall not be used in black and green paint.

**a. Paint.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595 and as shown in Table 1.



The paint submittal shall include the manufacturer's recommendations for paint mixing, application weather conditions, ambient and surface temperature, waiting period prior to painting on new pavements, application and surface preparation requirements.

**Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR

minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

The contractor shall layout the markings according to the dimensions in the plans or AC 150/5340-1. The engineer shall resolve any discrepancies between the plans and AC.

The Engineer/RPR may check the accuracy of the construction layouts but will assume no responsibility for the accuracy or the final result of the construction layouts.

Painting and Striping layout may be marked with chalk lines and/or temporary marking paint. Any temporary paint spots outside of areas to be marked shall be eradicated and the eradication covered with tack coat.

**620-3.5 Application.** A period of 24 days shall elapse between placement of surface course or seal coat and application of the final paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR. Temporary markings shall be applied at the temporary marking rate as soon as the seal coat has sufficiently cured to allow paint marking equipment to get on the surface without damage. Temporary markings. Are applied from the runway 8 end toward the runway 26 end. Following the specified seal coat cure period, the final coat of permanent markings with glass beads shall be applied from the opposite direction that the temporary markings were applied from.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

**Marking Dimensions and Spacing Tolerance**

<b>Dimension and Spacing</b>	<b>Tolerance</b>
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

For painting of grooved pavements, the paint shall be applied to the pavement in two coats from opposite directions. The first coat should be applied in one direction from Runway 8 to the east at the temporary application rate without glass beads. The second coat should be applied after the seal coat cure period from Runway 26 to the west at a rate equal to 100% of the full application rate with glass beads.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

**620-3.6 Application--preformed thermoplastic airport pavement markings.**

Preformed thermoplastic pavement markings not used.

**620-3.7 Control strip.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance.** Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Testing of the aiming point, runway numbers, and centerline, will be at the locations selected by RPR, and tested in the presence of the RPR.

The contractor will provide the portable retro-reflectometer equipment and qualified operator; all tests will be performed in the presence of the RPR.

**Minimum Retro-Reflectance Values**

Material	Retro-reflectance mcd/m <sup>2</sup> /lux		
	White	Yellow	Red
Initial Type I	300	175	35

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The

Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

**620-3.10** A daily report of the markings installed by square foot by type and color, and the quantity of reflective media applied shall be prepared by the contractor and submitted to the RPR/engineer. If the reflective media applied is outside the application specified rate in Table 1 based on a calculated quantity, the contractor shall cease operations to determine the cause of the discrepancy in the reported and calculated quantities and make adjustments to their operations.

### **METHOD OF MEASUREMENT**

**620-4.1** The quantity of markings shall be paid for shall be measured by the number of square feet of painting as measured in the final configuration.

**620-4.2** The quantity of reflective media shall be paid for by the number of pounds of reflective media.

### **BASIS OF PAYMENT**

**620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

**620-5.2** Payment for markings shall be made at the contract price for the number of square feet of painting and the number of pounds of reflective media.

**620-5.3** Payment for temporary markings shall be made at the contract price for the number of square feet of temporary markings.

**620-5.4** Payment for marking layout shall be made at the contract unit price by lump sum price.

Payment will be made under:

Item P-620-5.1	Final Marking - per square foot
Item P-620-5.2	Reflective Media <b>Type I</b> - per pound
Item P-620-5.3	Marking Layout - per lump sum

### **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method

ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24  
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective  
FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne  
FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings  
AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

**END OF ITEM P-620**

150/5370-10H

**ITEM S-190**  
**PAVEMENT MARKING REMOVAL**  
(Non-FAA Spec.)

**DESCRIPTION**

190-1.1 This item shall consist of removing existing pavement rubber and markings from paved areas designated on the drawings or required by the Engineer. The Contractor shall schedule and coordinate the removal operations with the Engineer prior to the start of any work. The limits of pavement marking removal will be determined by the Engineer.

**MATERIALS**

190-2.1 Water to be used by high-pressure water equipment or for other purposes shall be obtained by the Contractor. No water is available on the airport. Water is available for sale by the Town of Hurley, approximately 7 miles from the airport.

190-2.2 The use of chemicals for removing pavement markings and rubber will not be permitted.

**EQUIPMENT**

190-3.1 Equipment, tools and machinery to be used in the work shall be in safe and satisfactory operational condition at all times.

190-3.2 Micro-Grinding equipment shall be capable of completely removing pavement markings 1/8 in ± 1/16 in deep for the full area of the marking.

190-3.3 Waterblasting equipment shall be capable of removing markings as required without damage to the existing pavement.

**CONSTRUCTION**

190-4.1 Except as approved by the Engineer, do not perform work when the atmospheric temperature is below 40 degrees F or when the pavement is covered with snow or ice.

190-4.2 Remove rubber from the areas identified on the plans.

190-4.3 Remove 95% of all existing markings as shown on the plans. 95% removals are for the block area identified in the plans for the markings, not just the markings.

190-4.4 Pavement markings shall be removed from indicated areas by methods acceptable to the Engineer that cause negligible damage to existing pavements, surface texture, or other airfield appurtenances as determined by the Engineer. The Contractor shall repair at his expense any damage to the pavement, surface texture, sealant or appurtenances caused by the removal work by methods acceptable to the Engineer.

190-4.5 Sand, water, residue and other waste material that may be deposited on the pavement as a result of removal operations shall be removed as the work progresses. Obtain the approval of residue removal and disposal method from the Engineer prior to beginning work.

Accumulations of residue or other waste materials which might interfere with drainage or might constitute a hazard to aircraft or aircraft operations will not be permitted. **Waste slurry must be disposed of in a permitted disposal site.**

190-4.6 Prior to the start of work, remove pavement markings and rubber on designated test areas. Use approved procedures and equipment needed to achieve the required degree of marking removal. The test section will be inspected and approved by the Engineer before any further removal work will be allowed.

#### **METHOD OF MEASUREMENT**

190-5.1 The quantity of pavement markings or rubber removal to be paid for shall be the number of square feet of designated pavement markings or rubber removed in accordance with the specifications, complete, and accepted by the Engineer.

#### **BASIS OF PAYMENT**

190-6.1 For removal of existing rubber or markings, payment shall be made at the contract unit price per square foot. This contract price shall be full compensation for all disposal work and for furnishing all material, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item S-190-6.1      95% Pavement Marking Removal - per square foot

**END OF ITEM S-190**