

Invitation to Bid

Project: Kenai Municipal Airport (KMA) Sand Storage Facility

Release: August 10, 2020

Last day for Questions: August 21, 2020 by 12:00pm

Bids Due Date: August 31, 2020, no later than 2:00pm

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

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Equipment Purchase: Kenai Municipal Airport (KMA) Sand Storage Facility Pre-Bid WebEx / Zoom Meeting: August 18 at 2:00pm details on website

Last Day for Questions: August 21, 2020 by 12:00pm Bid Due Date and Time: August 31, 2020 by 2:00pm

Scope of Work: Project consists of a new 5600sf pre-manufactured steel building with insulated wall and roof panels, three large sectional garage doors, radiant in floor heat with new boiler system, new electrical service and panel, civil site work including new water service, storm water retainage, asphalt paving.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to publicworks@kenai.city.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above. Bid documents can be obtained on City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee of \$60.00 including sales tax for each set of documents.

Publish: <u>Anchorage Daily News</u>- August 10, 2020

Peninsula Clarion – August 11, 2020

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CITY OF KENAI INSTRUCTIONS TO BIDDER

1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at PublicWorks@kenai.city.

Equipment Purchase: Kenai Municipal Airport (KMA) Sand Storage Facility

Last Day for Questions: August 21, 2020 by 12:00pm Bid Due Date and Time: August 31, 2020 by 2:00pm

2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to PublicWorks@kenai.city.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100.000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough

for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to PublicWorks@kenai.city. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall

bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.

- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
 - o Bid Form
 - Tax Compliance Certificate
 - Applicable Licenses
 - o Non-Collusion Affidavit
 - Bidder Certifications
 - o DBE Forms
- Bids received without all the required documents may be considered non-responsive.
 Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available.
 Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at publicworks@kenai.city and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
 - CORRECT Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
 - CORRECT Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
 - o INCORRECT Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs. AIP Grant requirements do require acceptance of the lowest bid, if the City chooses to move forward with the Project as Bid.

13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

It is the intent of the City to then award the bid in two phases: Phase I shall be Schedule A and Phase II shall be Schedule B and Schedule C, as shown on the bid schedule and Drawings. Schedule A shall be awarded first; Schedule B and possibly Schedule C (if Additive Alternative 1 is awarded) shall be awarded and added to the Agreement by change order once funding becomes available, but no later than March 1, 2021. By submitting a bid, Bidder agrees to honor their Schedule B and C bid price with no adjustment of any kind.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

- (a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.
- (b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.
- (c) The protest appeal must be in writing and shall include the following information:
- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;

- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.
- (d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.
- (e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.
- (f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.
- (g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.
- (h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.
- (i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure. (Ord. 2852-2015)

18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

19. FEDERAL AVIATION ADMINISTRATION (FAA) REQUIREMENTS

This contract shall comply with all Federal Aviation Administration (FAA) grant requirements. Specific requirements are detailed with the supplemental conditions attached to this contract and as follows.

Bidder Certifications. Bidders shall submit the Bidder Certifications in the Supplemental Conditions.

DBE Requirements. 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 City of Kenai 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 bidder's/offeror's, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract, if a contract goal is established. See Supplemental Conditions.

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's/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 in the kind and amount of work provided in the commitment made under (4); and (6) if the contract goal, if any, is not met, evidence of good faith efforts.

The Bidder/offeror shall submit a completed interested bidder's list collection form with their bid.

A DBE contract goal has not been established for this contract; however, all other DBE requirements in the Supplemental Conditions apply.

20. FEDERAL AVIATION ADMINISTRATION (FAA) FUNDING

Funds for this Project are subject to the receipt of a FAA grant. If sufficient funds are not received, this project shall be canceled at no cost to the City.

CITY OF KENAI BID FORM

TO: City of Kenai

Public Works Department 210 Fidalgo Avenue Kenai, Alaska 99611-7794

FROM:

Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

- 1. Bid Form
- 2. Tax Compliance Certificate
- 3. Applicable Licenses
- 4. Non-Collusion Affidavit
- 5. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)
- 6. Bidder Certification Exhibit B1 Debarment and Suspension Certification
- 7. Bidder Certification Exhibit B2 Prohibition of Segregated Facilities Certification
- 8. Bidder Certification Exhibit B3 Trade Restriction Certification
- 9. Bidder Certification Exhibit B4 Certificate of Buy American Compliance for Manufactured Products
- 10. Bidder Certification Exhibit B5 Certificate of Buy American Compliance for Total Facility
- 11. Bidder Certification Exhibit B6 Certificate Regarding Tax Delinquency and Felony Conviction
- 12. DBE Program Attachment 1 DBE Declaration
- 13. DBE Program Attachment 2 Bidder's Registration Form
- 14. DBE Program Attachment 3 Potential Subcontractors Form

Lowest responsive bidder shall provide additional forms as required to demonstrate DBE responsibility prior to award of the Contract in accordance with the DBE Program.

DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

- 1. Executed Agreement
- Certificate(s) of Insurances*
- 3. Construction Schedule
- 4. List of Subcontractors
- 5. Performance and Payment Bond
- 6. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on October 1, 2020 with Substantial Completion within 365 Calendar days from NTP.

<u>Liquidated Damages</u>. Liquidated damages will be charged at Three Hundred (\$500.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

<u>BID GUARANTEE</u>: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

^{*} Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

I have received the Bid Documents	for the Project: Kenai Municipal Airport Sand Storage Building
I have received Addenda No(s)	and have included their provisions in my proposal.
I have examined both the Bid Docu understanding that I agree:	ments and the work locations, and submit the following bid with the
 To hold my bid for Phase 2: 3 To accept the provisions of t To enter into and execute an To furnish all labor and monocuments. 	Schedule A open forty-five (45) consecutive calendar days. Schedules B and C open until March 1, 2021. he Bid Documents. Agreement, if awarded, on the basis of my Bid. aterials and to accomplish the work in accordance with the Bid ompletion as specified above in TIME OF COMPLETION.
BASE BID – Schedule A Phase I (Site Preparation, as defined in the Drawings)
	\$
	(Amount Written in Words)
BASE BID – Schedule B Phase II (Sand Storage Building, as defined in the Drawings)
	\$
BASE BID TOTAL:	(Amount Written in Words)
	\$
	(Amount Written in Words)
ADDITIVE ALTERNATE #1 – Sche	dule C Phase II (30' Aluminum Sliding Gate)
	\$
BASE BID PLUS ALTERNATE #1	TOTAL: (Base bid + Additive Alt #1)
	\$
	(Amount Written in Words)

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	
	_ as Principal, and
as Surety, are hereby held and firmly bo	und unto
as the OWNER, in the penal sum of for the payment of which, well and trul successors and assigns.	y made, we hereby jointly and severally bind ourselves,
Signed this day of	, 2020. The Principal has submitted to
	, a certain BID, attached hereto and hereby made a part
hereof, to enter into a contract in writing f	or the
of Contract attached hereto (properly co BOND for his faithful performance of sai labor or furnishing materials in connect agreement created by the acceptance of same shall remain in force and effect; it Surety for any and all claims hereunder s as herein stated. The Surety, for value received, hereby sti BOND shall be in no way impaired or affe	the principal shall execute and deliver a contract in the Form impleted in accordance with said BID), and shall furnish a red contract, and for the payment of all persons performing from therewith, and shall in all other respects perform the fisaid BID, then this obligation shall be void, otherwise the being expressly understood and agreed the liability of the shall, in no event, exceed the penal amount of this obligation in pulates and agree that the obligations of said Surety and its extend by any extension of the time within which the OWNER ones hereby waive notice of any such extension.
such of them as are corporations have c	nd the Surety have hereunto set their hands and seals, and aused their corporate seals to be hereto affixed and these cers, the day and year first set forth above.
Principal	L.S.)
Surety	
Ву:	
IMPORTANT Surety companies	executing BONDS must appear on the Treasury

business in the state where the project is located.

Rev 2013-03-04

Department's most current list (Circular 570 as amended) and be authorized to transact

Bid Bond

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Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested.	2.) Sign and date. 3.) Submit	with solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	t:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpor	ation 🗌 Partnershi	p Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
contracting to do business with th	la Borough Code of Ordina ne Kenai Peninsula Borough I	nces, Chapter 5.28.14 be in compliance with	elow. If no, please sign below.) 10, requires that businesses/individuals in Borough tax provisions. No contract is Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
		<u> </u>	In Commission of Makin Commission
KPB Finance Department (signature	required)	Date	In Compliance 🗌 Not in Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F'S BALANCE DUE
			☐ In Compliance ☐ Not in Compliance
KPB Sales Tax Division (signature rec	ųuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title)	

Signature of Applicant (Required)

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NON - COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal) Firm Name being duly sworn, do depose and state: I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as: **Kenai Municipal Airport Sand Storage Building** located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract. Signature Name Title Date **ACKNOWLEDGMENT** STATE OF ALASKA)ss THIRD JUDICIAL DISTRICT The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by______. NOTARY PUBLIC for State of Alaska

My Commission Expires: _____

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CITY OF KENAI AGREEMENT BETWEEN OWNER AND CONTRACTOR

MADE AS OF THE	DAY OF 2020.	
BETWEEN the OWNER:	CITY OF KENAI 210 Fidalgo Avenue Kenai, Alaska 99611-7794	
AND the CONTRACTOR:		
FOR the PROJECT: Kena	i Municipal Airport Sand Storage Building	
The Owner and Contractor agree as set forth below		

ARTICLE 1 THE WORK

The Contractor shall perform all the work required by the contract documents.

ARTICLE 2 ENUMERATION OF THE CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this Agreement by reference and which form the contract documents are:

- A. Any and all later modifications, change orders, and written interpretations of the contract documents issued by the Owner
- B. This Agreement
- C. Addenda
- D. Supplemental General Conditions (if any)
- E. General Conditions
- F. Drawings and Specifications Provided by Engineer. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.
- G. Not used.
- H. The Request for Proposals / Invitation to Bid
- I. The Contractor's bid/proposal.

Any other attachments to this Agreement do not form a part of the Agreement but are for reference or proof of compliance with the requirements of the Agreement, except where the provisions of this Agreement provide such attachments will be or are a part of the Agreement.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the

work and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice to Proceed. All work must be substantially completed within <u>365</u> days after the date of the Notice to Proceed. Liquidated damages will be charged against the Contractor as provided below.

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$_____ for the successful completion of the specified work.

ARTICLE 5 PROGRESS PAYMENT

Progress payments shall be made per the General Conditions.

ARTICLE 6 FINAL PAYMENT

Final payment shall be made per the General Conditions. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the Contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 7 NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and the Contractor at the following addresses:

OWNER
CITY OF KENAI
Public Works Director
210 Fidalgo Avenue
Kenai, AK 99611

CONTRACTOR

ARTICLE 8 INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in the General Conditions or other documents incorporated into the contract by this Agreement.

ARTICLE 9

JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

ARTICLE 10 ATTACHMENTS

In the event there is any difference between an attachment to the original of this Agreement on file with the City of Kenai Public Works Department and any attachment to a copy of the Agreement, the attachments to the original filed with the Public Works Department shall control.

ARTICLE 11 LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion determined as set out in the Contract Documents. The Owner and Contractor agree that this amount is a reasonable forecast of just compensation for the harm that is caused by the delay.

ARTICLE 12 NO THIRD-PARTY BENEFICIARY

This Agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, Agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER:		
CITY OF KENAI	STATE OF ALASKA)
By:)ss
Name:	THIRD JUDICIAL DISTRICT)
Title:		,

THIS IS TO CERTIFY that on	CONTRACTOR:
this day of, 2020	
Paul Ostrander, City Manager,	By:
City of Kenai, Alaska, being personally	Name:
known to me or having produced	Title:
satisfactory evidence of identification,	
appeared before me and acknowledged	STATE OF ALASKA)
the voluntary and authorized execution)ss.
of the foregoing instrument on behalf of	THIRD JUDICIAL DISTRICT)
said City.	
	THIS IS TO CERTIFY that on
NOTABY BUBLIS FOR ALASKA	this, day of, 2020
NOTARY PUBLIC FOR ALASKA	,
My Commission Expires:	(title)being personally
	of being personally
	known to me or having produced
	satisfactory evidence of identification,
Approved by Legal:	appeared before me and acknowledged
Approved by Finance:	the voluntary and authorized execution
	of the foregoing instrument on behalf of
	said corporation.
	NOTARY PUBLIC FOR ALASKA
	My Commission Expires:

GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 The contract documents enumerated in the Agreement between Owner and Contractor form the final and completely integrated contract between the parties and supersede any prior statements, negotiations, agreements, documents or representations, written or oral. What is required by any one contract document is deemed to be required by all documents.
- 1.2 The contract documents consist of documents designated as contract documents and enumerated in the Agreement between Owner and Contractor.
- 1.3 The contract documents do not include any documents unless specifically enumerated in Agreement between Owner and Contractor.
- 1.4 Unless specifically provided otherwise in the contract documents the parties to this agreement intend that Contractor will obtain all permits, inspections, tests, bonds, and insurance required by state or federal law, rule, regulation or order, or local ordinance or rule or regulation or the contract documents, whichever requirement is greater, and provide all labor, equipment, transportation, water, heat, utilities, tools, scaffolding, materials, supplies, facilities, and services necessary for performance of the contract and that the cost of these requirements be included within the contract price. The parties further intend that the cost of all overhead, supervision, and other incidental expenses required or occasioned by the contract is included in the contract price. The parties also intend that minor items required to produce complete functional system(s) and sub-system(s) are deemed to be required by the contract documents at the contract price whether or not specifically expressed. The requirements stated in this provision apply whether or not the execution or completion of the work is temporary or permanent and whether or not it is incorporated or to be incorporated in the work or final product.
- 1.5 The requirements of the contract documents and the duties and rights of each party may be amended subsequent to execution of this contract only by:
 - 1. A written amendment to the contract signed by both parties; or,
 - A change order issued pursuant to ARTICLE 9.1
- 1.6 The term "Work" includes all procurement, labor, materials, products, equipment, erection, installation, and alterations necessary to complete the construction envisioned by this contract. The term "Project" refers to the overall construction, of which the work required by the contract may be the whole or may be a part. The term "Architect" also refers to Registered Engineers as appropriate.
- 1.7 The contract between Owner and Contractor shall be executed and returned by Contractor within the time required in the instructions to bidders. A written Notice to Proceed with the work will be issued to Contractor within five (5) days after Owner has executed the contract, except as provided in ARTICLE 4.1.3.
- 1.8 Should any provision or requirement of one portion of the contract documents conflict with any other portion of the contract documents, unless otherwise provided herein, the conflict will be resolved by reference to the contract documents in the following order of priority:
 - A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
 - B. The Agreement
 - C. Addenda
 - D. Supplemental General Conditions (if any)
 - E. General Conditions

¹ Unless otherwise stated, all references to an ARTICLE refer to the articles of these general conditions.

- F. Drawings and Specifications Provided by Engineer. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.
- G. Drawings and Specifications in the latest edition of the Municipality of Anchorage Standard Specifications (M.A.S.S.) In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided. Contractor is responsible for obtaining the latest edition of the M.A.S.S.
- H. The Request for Proposals / Invitation to Bid
- I. The contractor's bid/proposal.
- 1.9 In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.
- 1.10 In the event Contractor believes a discrepancy exists in the contract documents, Contractor shall submit the issue to the Project Representative together with Contractor's proposed course of action for performance of the work. Project Representative shall respond within seven (7) working days or advise Contractor that a response cannot be given within that time. If response will take more than seven (7) working days, Project Representative shall take steps to provide a response within a reasonable time. Any action taken by Contractor prior to or without Owner's response shall be at Contractor's own risk and expense.
- 1.11 Words and abbreviations which are not defined in the contract documents, but which have well known technical or trade meanings, shall be construed in accordance with the common meaning established by sound architectural or engineering practice in the State of Alaska.
- 1.12 Drawings, Specifications, other documents prepared for this project, and copies of them that are furnished by Owner and/or Architect or Consultant for this project, whether or not the documents or project are completed, shall be the property of Owner. All rights of use are reserved to Owner for this project and any subsequent project in which Owner participates in construction. Owner specifically relieves Architect or Consultant of any responsibility or liability pertaining to any subsequent use of the documents, in whole or in part, where those documents bear the stamp of a subsequent Architect or Consultant and are used for a subsequent project.
- 1.13 An electronic version of contract documents, typically in pdf format on a disc, will be furnished to the Contractor without charge. Contractor shall check all documents furnished immediately upon receipt and shall promptly notify Owner of any discrepancies.
- 1.14 The contract documents shall not be construed in any way as limiting Contractor's responsibility to perform the work completely, nor shall any prior customs or trade practices be held to constitute a waiver of the requirements of the contract documents or any portion of them.
- 1.15 The individual(s) executing the contract represent that they have the legal authority to execute the contract as or on behalf of Contractor in accordance with the bid instructions and the contract documents.
- 1.16 Execution of the contract by Contractor is a representation that Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, has correlated personal observations with the requirements of the contract documents and enters this contract with knowledge of those conditions.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

2.1 The term "Project Representative" shall mean a person or entity employed by or under contract to Owner to be Owner's on-site designated representative. The term Project Representative shall include the Project Representative's employees.

- 2.2 The terms "Architect" or "Engineer" (hereinafter used interchangeably) shall mean the person or entity contracted by the City of Kenai to provide design services for the project. Architect or Engineer also includes employees of the Architect or Engineer. Architect shall provide professional services during construction as described herein below or as authorized by Owner.
- 2.3 Project Representative will provide administration of this contract and all communication made to Owner, Architect or Engineer by Contractor shall be made through Project Representative.
- 2.4 Project Representative will be Owner's primary representative during construction until final payment has been made and the project has been closed out. Owner's instructions to Contractor shall be made through Project Representative, who shall have authority to act on behalf of Owner to the extent set forth in this contract.
- 2.5 Project Representative shall not have the authority to require additional work, changes in the work, modifications or waivers of the rights, work or duties required by the contract documents or the right to bind Owner to any change in specifications or drawings without the written consent of Owner except as provided herein.
- 2.6 Project Representative shall have authority to allow minor deviation in the requirements of the contract documents by Field Order to a maximum cumulative amount of \$5,000.00 per each additional work item, change in work, modification or waiver in the work. Field Orders are to be incorporated into a subsequent Change Order.
- 2.7 Project Representative will render interpretations of the contract documents necessary for the proper execution or progress of the project. All interpretations and decisions of Project Representative shall be consistent with the intent of the contract documents and shall be in writing.
- 2.8 Matters relating to design intent will be referred to the design Architect whose decisions will be final, consistent with the intent of the contract documents.
- 2.9 Project Representative, Architect, and authorized representatives of Owner shall have access to the project site and to the work at all times and shall be afforded every reasonable facility for ascertaining whether or not the work is in accordance with the requirements and intent of the contract documents.
- 2.10 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be resolved pursuant to ARTICLE 12.
- 2.11 Project Representative shall have the authority: 1) to reject work which does not conform to the contract documents; 2) to require additional inspections or testing of any work during, prior to, or after fabrication, installation, or completion; 3) to specify both remedial work necessary to correct defective work and the time within which such work must be performed.
- 2.12 On the basis of on-site observations and inspections Project Representative will keep Owner informed of the progress of the work, and will endeavor to guard Owner against defects and deficiencies in the work. If Project Representative determines that any construction method, sequence, material, technique, safety precaution, act or omission of Contractor, Contractor's subcontractors, suppliers, or any of their agents, is detrimental to the progress, quality or safety of the work or to Owner's interest, then Project Representative shall inform Owner promptly, and Owner may, among other things, stop the work and order remedial measures. This provision shall not eliminate or reduce the responsibilities or requirements placed upon contractor and/or subcontractors by the contract documents and shall not place any liability upon the owner for action or omission in regard to this provision.
- 2.13 In accordance with the requirements of ARTICLE 8.5, Project Representative will determine amounts owing to Contractor and will recommend that Owner issue payment in the amount determined due.
- 2.14 Project Representative, with the concurrence of Owner, will determine the dates of Substantial Completion and Final Completion. The Architect will receive and forward to Owner for Owner's review, written warranties and related documents required by the contract and assembled by Contractor.

2.15 Project Representative's duties, responsibilities, and limitations of authority will not be modified without written consent of Owner and Project Representative.

ARTICLE 3 OWNER GENERAL RIGHTS AND DUTIES

- 3.1 At Owner's option, Owner may undertake any or all tasks of Project Representative described in ARTICLE 2.
- 3.2 Owner's directions to Contractor will be made in writing either directly or through Project Representative in accordance with ARTICLE 2. No verbal representation shall be binding upon any party unless confirmed in writing.
- 3.3 Owner shall have the right to perform work related to the project under separate contract(s) in accordance with the provisions of ARTICLE 6.
- Owner shall have the right to issue change orders from time to time which may alter the scope of work required by the contract documents. All change orders will be subject to provisions of ARTICLE 9.
- 3.5 Owner will have the authority to reject work which does not conform to the requirements of the contract documents and to require such remedial work at no charge to Owner as is necessary to correct the defective work. Where defective work is being performed by Contractor and Contractor fails to correct the defective work within a reasonable period of time as set out in ARTICLE 10, or repeatedly fails to carry out the work in accordance with the contract documents, Owner shall have the authority to order an immediate halt to all defective work. Any losses suffered by Contractor as a result of the halt shall be borne by Contractor without recourse to Owner. Issuance of a stop-work order shall not be construed as constituting a breach of the agreement nor authorize Contractor to refuse to perform other portions of the work which Owner has not halted.
- 3.6 Owner shall have the right to terminate the contract or suspend performance of the contract as set out in these general conditions or other contract documents.
- 3.7 Owner shall promptly pay Contractor all sums properly due as provided by ARTICLE 8. If Owner fails to issue payment for a period of forty-five (45) days after the certificate of payment has been approved by Project Representative, without a written statement indicating why payment is being withheld, then Contractor may terminate the contract upon seven (7) days written notice to Owner and may recover from Owner payment for all work executed and for any proven losses sustained upon any materials, equipment and tools, including a reasonable profit and overhead.
- 3.8 Owner and Contractor warrant that neither party will maintain an action against the other for punitive or exemplary damages.

ARTICLE 4 CONTRACTOR'S GENERAL RIGHTS AND DUTIES

4.1 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 4.1.1 The term "Contractor" means the person or entity identified in the Agreement which has contracted with Owner to perform the work of the contract. This definition includes a responsible officer of Contractor's organization or its authorized representative who shall be made known to Owner.
- 4.1.2 Contractor represents by execution of the Agreement that Contractor has carefully examined the contract documents and the site upon which the work is to be performed and has developed familiarity with the nature, extent, site access, and risks involved in the work and with all local conditions and applicable statutes, ordinances and regulations that may affect the performance of the work. Contractor assumes full responsibility for having correlated Contractor's study of the contract documents and observation of the site. Contractor represents that Contractor has studied all available surveys and investigation reports of subsoil and latent physical conditions of the site and has made such additional surveys and investigations as Contractor deemed necessary for the performance of the work at the contract price, within the time specified and in accordance with the requirements of the contract documents.

- 4.1.3 Contractor shall not begin work until given a Notice to Proceed, which will be issued as promptly as possible after the Agreement has been executed by all parties. If Owner is required to delay issuance of a Notice to Proceed for more than five (5) working days because of fault of Contractor or other reasons which Owner deems sufficient, then Contractor shall be notified in writing of the delay and when issuance of the Notice to Proceed is anticipated.
- 4.1.4 Before commencing any part of the work, and prior to undertaking each subsequent phase of the work, Contractor shall carefully study the plans and specifications and check and verify all previous work and pertinent dimensions, figures and amounts shown in them and shall make all applicable field measurements. Contractor shall at once report in writing to Owner any apparent conflict, ambiguity, discrepancy, error or other omissions which Contractor may discover. Contractor shall be liable to Owner for failure to notify Owner of any conflict, ambiguity, discrepancy, error or other omissions which Contractor discovered, but failed to report to Owner and shall be responsible for providing a remedy.
- 4.1.5 Contractor shall lay out the work from established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. Contractor will be held responsible for the execution of the work to such lines and grades. It shall be the responsibility of Contractor to maintain, preserve, or replace all stakes and other marks.
- 4.1.6 Drawings showing location of equipment, piping, etc., are diagrammatic and job conditions will not always permit installation in the location shown. If a situation occurs which may require relocation of an item or system which substantially differs from the location called for in the contract documents, it shall be brought to Owner's attention immediately and the relocation determined with the concurrence of Architect or Engineer. If Contractor relocates such items without approval, Contractor will be responsible for any cost or expense for removal or further relocation necessitated by installation without approval.

4.2 SUBMITTALS

- 4.2.1 Within 10 days after the effective date of the notice to proceed and prior to commencement of work, Contractor shall submit to Owner the construction progress schedule and schedule of values required in Articles 4.2.2, 4.2.3 and 4.2.4. The schedule of values and progress schedule must be acceptable to owner and provide reasonable divisions of contract work with corresponding payment. No payment will be made under this contract prior to completion of this requirement. In cases of a unit bid project, the bid schedule on the bid form will be the schedule of values.
- 4.2.2 In accordance with the requirements governing submittals as provided in the contract documents, Contractor shall prepare and submit to Owner a detailed progress schedule for the work which reveals and identifies the critical path of progress, which is consistent with the work and time required by the contract, and which shall provide for the most expeditious and practicable execution of the work. Float time between work items is part of the project and not property of the Contractor. Float time is defined as the amount of time that spans from completion of one previously scheduled activity and extends to the point at which the next scheduled activity is set to begin.
- 4.2.3 Contractor shall also provide Owner with a proposed schedule of values upon submittal of a detailed progress schedule for the work. The schedule of values shall be allocated to various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as reasonably required by Owner. Each item of work shall include all applicable profit and overhead. This schedule of values, unless objected to by owner shall be the basis for progress payments made to Contractor and shall include specific lump sum amounts for "Final Payment." This line item shall be in conformance with guidelines specified in ARTICLE 8. Contractor, at the request of Owner, shall amend the progress schedule and the schedule of values as the work progresses.
- 4.2.4 The schedule of values must show a complete breakdown of all phases of the work required by the contract documents. Payment will be in accordance with ARTICLE 8. Pay requests, schedules of value and progress schedules must correspond.
- 4.2.5 Contractor shall submit for Architect's and Owner's approval all product data required by the contract documents in conformance with the dates specified in the detailed progress schedule. Such data include illustrations, standards, schedules, performance charts, instructions, brochures, diagrams, or other

- information necessary to assist Architect in determining whether a proposed product meets the intent of the contract documents.
- 4.2.6 Contractor shall also submit physical samples of materials, equipment or workmanship where required by the contract documents. After approval by Owner and Architect, the sample shall be established as the minimum standard of work, material, equipment or other quality which will be acceptable for work of which the sample is representative.
- 4.2.7 Submittal of shop drawings by contractor constitutes a representation by contractor that the submittal and work, or products required or to be used in accordance with that submittal, will meet or exceed the criteria and conditions of the contract documents and that performance of the work identified in those submittals will meet the progress schedule.
- 4.2.8 Before initiating any work for which shop drawings are required, Contractor shall obtain Architect's approval of the shop drawings, which include drawings, diagrams, schedules and other data specially prepared by Contractor, a subcontractor, a manufacturer, a supplier or distributor to illustrate in detail that portion of the work. Contractor shall review, approve, and submit all shop drawings, whether prepared by himself/herself or subcontractor or supplier. It shall be the duty of Contractor to provide a whole or complete system and to coordinate all work depicted by a particular shop drawing with the work required by other shop drawings for that portion of the work or for related or adjacent work.
- 4.2.9 Contractor shall provide a copy of all transmittal letters to Project Representative at the time the submittal is made to Architect. Architect will review Contractor's submittals only for conformance with the design concept of the work and the information given in the contract documents. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect will return reviewed submittals to Contractor with written comments and forward one set to Project Representative with reasonable promptness so as to cause no delay. A minimum of five (5) sets of submittals shall be required.
- 4.2.10 Should Architect reject any proposed shop drawings, product data or sample, Contractor shall resubmit revised drawings, samples or product data and draw Architect's attention to any deviation or revisions other than those requested by Architect.
- 4.2.11 All of Contractor's submittals shall be made in conformance with the dates specified in the detailed progress schedule with reasonable promptness and in such sequence as to cause no delay in the work of Owner or any separate contractor.
- 4.2.12 The Contractor shall provide two (2) hard copies and an electronic .PDF file of the operation and maintenance manuals for equipment and systems incorporated in the work.

4.3 SAFETY AND CONTROL OF SITE

- 4.3.1 Contractor is deemed to be in physical control of the work site. Contractor shall confine Contractor's operations at the site to those areas described in the contract documents or permitted by applicable statutes, ordinances or permits.
- 4.3.2 Contractor shall not unreasonably encumber the site with materials, equipment or ancillary construction. Contractor shall be responsible for eliminating or minimizing to the extent reasonably possible, public hazards and inconveniences which might result from this work.
- 4.3.3 Contractor shall at all times keep the premises free from accumulation of excess snow, waste materials or rubbish and shall keep adjacent public road clear of mud and dust caused by Contractor's activities. At the completion of the work, Contractor shall remove all waste materials and rubbish from the project as well as Contractor's tools, equipment and surplus materials. The removal and disposal of waste materials, rubbish, or other material, shall be accomplished in accordance with all local, state and federal requirements.
- 4.3.4 Contractor shall be responsible for initiating, maintaining and supervising all necessary safety precautions in connection with this work and shall be responsible for ascertaining and adhering to all applicable federal, state, and local standards, laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

- 4.3.5 Contractor's duty to maintain a safe and secure project site shall include all precautions necessary to assure the safety and protection against injury and damage, of all employees engaged in the work and any other person who may be affected by the work including Owner's agents and employees; Contractor's agents and employees; and members of the general public. Contractor shall assure the safety and protection of all work, materials and equipment which may be upon the site; utilities and other property of Owner including portions of structures and utilities not designated for removal or relocation, trees, shrubs, lawns, walks, pavements and roadways. Contractor duties include but are not limited to protection of project site from vandalism. Such precautions shall further include but not be limited to protection from dangers from hazardous materials.
- 4.3.6 Contractor shall take all necessary measures to prevent members of the general public from entering upon the site without the permission of Owner or Contractor.
- 4.3.7 Contractor shall comply with all OSHA requirements, give all safety notices, erect and maintain all reasonable safeguard notices and barriers, including danger signs and fences which may be required to protect the site and limit access to it.
- 4.3.8 In the event of an emergency, the Contractor will take all means necessary to minimize all damage to or exposure from effects of a catastrophic event. In such case, the Contractor may consult with Owner or seek Owner's assistance. The responsibility for protection of the site, work, and all material remains with the Contractor.
- 4.3.9 Contractor shall designate a person in Contractor's employ at the site to be primarily responsible for the prevention of accidents, identification of all applicable safety standards, statutes and regulations, including but not limited to those addressing hazardous material, and full compliance therewith. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Owner.
- 4.3.10 Should Project Representative or other representative of Owner ascertain that a safety danger exists, Project Representative or Owner may order an immediate cessation of all dangerous activity and a correction of any safety hazard. Written notice of the order to stop work or to correct the safety hazard shall be made to Contractor as soon as practicable. Contractor shall have no recourse against Owner for any alleged losses or delays arising from this section unless the order to stop work or correct safety deficiency is wholly without basis.
- 4.3.11 Should Contractor elect to utilize explosives or other hazardous materials or equipment, or should Contractor be required to do so for the execution of the work, Contractor shall first give jurisdictional authorities and Owner notice of the intention to utilize hazardous materials, explosives or equipment at a particular time and date. Contractor shall use the utmost care in utilizing such materials and shall use only properly qualified and licensed personnel.
- 4.3.12 Contractor shall correct any damage to the property of Owner or other parties which arises out of the activities or omissions of Contractor, Contractor's agents, subcontractors, employees, personnel or suppliers. Contractor shall commence remedial activities within seven (7) days from the date of the damage. If Contractor fails to do so, Owner or the affected party may utilize his own forces to correct or replace the damaged property and Contractor shall promptly reimburse Owner or the affected party for all losses and costs thereupon. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor.

4.4 SUPERVISION AND QUALITY OF THE WORK

4.4.1 Contractor shall supervise and direct the work using the best skill and attention. Contractor is responsible for, and agrees to comply with all applicable local, state and federal ordinances, laws, regulations and statutes. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the schedule and coordination of all portions of the work to be performed under the contract. Contractor shall also be required to coordinate the work with that of any other contractor working on the project so as to minimize delay, inconvenience, and expense to both. Where identified in writing by Owner at any time, Contractor shall be required to coordinate the work with any partial use of the site that Owner deems necessary.

- 4.4.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, prepared or conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor except as otherwise provided in the plans and specifications.
- 4.4.3 Contractor shall keep on the job site at all times during work progress, a competent resident superintendent capable of reading and thoroughly understanding the plans and specifications. The superintendent will be Contractor's representative at the site and all communications given to the superintendent shall be as binding as if given to Contractor directly. In the event Contractor decides to replace the superintendent, Contractor shall submit to Owner a written notice including the proposed new superintendent's qualifications. The superintendent shall not be replaced without this written notice and a statement of non-objection by the Owner.
- 4.4.4 Contractor shall provide sufficient, competent, and suitable qualified personnel to survey and lay out the work and to perform all construction required by the contract documents. Contractor is responsible for maintaining good discipline and order at the job site at all times and shall not employ any unfit person or anyone not skilled in the task assigned to that person.
- 4.4.5 Contractor shall be fully responsible to Owner for the acts and omissions of Contractor's employees and agents, Contractor's subcontractors and their employees and agents, and any other persons performing any of the work for the benefit of Contractor.
- 4.4.6 Contractor shall not permit the possession or use of alcohol or controlled substances on the site, and shall remove from the site any person who possesses, uses, or is under the influence of alcohol or controlled substances. Contractor shall require all Contractor's agents, subcontractors, employees or suppliers who perform work on site to sign a statement that they have been informed and will abide by the above policy. A copy of all such statements shall be kept at the job site throughout the duration of Contractor's work.
- 4.4.7 Contractor warrants to Owner that all work will be free from faults and defects and meeting or exceeding the requirements of the contract documents and all local, state, and federal legal requirements. All work not so conforming to these standards will be considered defective, and Owner may require its correction.

4.5 DIVISION OF THE WORK

4.5.1 The division of the work into various specialties and divisions in the contract specifications and drawings shall not bind Contractor in apportioning the work among various subcontractors, specialty contractors or workers, and Contractor's own employees.

4.6 TITLE 36 AND OTHER STATUTORY REQUIREMENTS

- 4.6.1 Contractor shall give and post all notices and comply with all federal, state, and local laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the performance of the work, and shall notify Owner in writing if the drawings and specifications or the contract documents are at variance therewith. If Contractor knows or should know that Contractor is performing work contrary to such legal requirements without giving written notice to Owner in time for Owner to give a stop work order, the Contractor shall bear all costs to remedy that work and to bring it into conformance with the applicable requirements. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor. This requirement does not lessen or alter the requirement for indemnification stated in ARTICLE 4.13.
- 4.6.2 Contractor and subcontractors shall strictly comply with all requirements of Title 8, Chapter 30 of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract.
- 4.6.3 Contractor or subcontractors of the contractor shall pay all employees unconditionally as required by AS 36.05.040 and any other applicable laws or regulations. Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors. The wages are determined for the region in which the work is done and the rates are issued by the Alaska State Department of Labor (see attached Title 36 wage schedule). The scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work. If it is found that a laborer, mechanic or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate

of wages required by this contract, Owner may, on written notice to Contractor hold Contractor in immediate default and terminate Contractor's right to proceed with the work or that part of the work for which there is a failure to pay the required wages, and Owner may prosecute the remaining work to completion by contract or otherwise, holding Contractor and Contractor's sureties liable for any costs in excess of the contract price. In the event Owner permits Contractor to pursue further work under the contract, Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work and the rates of wages in fact received by laborers, mechanics, or field surveyors.

4.6.4 A copy of certified payrolls shall be provided to the Project Representative with each Progress Payment Request.

4.7 PROJECT RECORDS

- 4.7.1 Contractor shall maintain at the project site copies of plans and technical specifications, approved shop drawings and manufacturers' information sheets, and other contractor documents which are necessary for the expeditious and correct execution of the work.
- 4.7.2 Contractor shall maintain at the project site a complete daily job report showing job conditions, work activities started, in progress, interrupted and completed; work force, including identification and number of Contractor's employees and subcontractors by craft; receipt and disposition of materials and equipment; tests performed, visiting personnel and any accidents on a particular day. Owner shall have access to the daily report at all times. A copy of each daily report shall be provided to Project Representative at the end of each week.
- 4.7.3 Contractor shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the job site in good order and annotated to show all changes made during the construction process. These shall be available to Owner during construction and turned over to Owner prior to final completion of the work.

4.8 ALLOWANCES

4.8.1 Contractor shall include in the contract sum all allowances stated in the specifications or plans, and all items covered by these allowances shall be supplied in such amounts, or by such a person, as Owner may direct. The allowance shall include the cost to Contractor, less applicable trade discounts, of materials and equipment required by the allowance; delivery at the site, applicable taxes; Contractor's cost for unloading and handling on the site, for labor, installation, overhead, profit and other expenses incurred by Contractor. Whenever the cost of the allowed item exceeds or is less than the allowance, the contract sum shall be adjusted equitably by change order.

4.9 NONDISCRIMINATION

- 4.9.1 Contractor must comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.
- 4.9.2 Contractor will not discriminate against any employee or applicant for employment or refuse employment to a person, or bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or political affiliation. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert this provision in all subcontracts hereunder and to require the subcontractors to insert this provision in their subcontracts.

Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood stated above, an employer may, without violating this provision, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

- 4.9.3 Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment in accordance with the above referenced nondiscrimination clause.
- 4.9.4 Contractor shall comply with the reporting requirements which the State of Alaska may establish by regulation.
- 4.9.5 Contractor shall include the provisions of these paragraphs in this section in every subcontract or purchase order under this contract so as to be binding upon every such subcontractor or vendor of Contractor under this contract.

4.10 TAXES

- 4.10.1 Contractor shall pay all sales, consumer, use and other taxes for the work or portions thereof provided by Contractor which are legally enacted at the time bids are received, whether or not yet effective.
- 4.10.2 Contractor shall comply with Owner's requirements for payment of taxes. This contract is specifically subject to the provisions of City of Kenai Code, as it now stands or as it may be amended, including but not limited to termination of the contract for non-compliance. If the violation arises from failure to file or remit sales taxes, no payment will be made to Contractor until all filings have been made and all amounts due are paid.

4.11 PERMITS, FEES, AND NOTICES

- 4.11.1 Contractor shall secure the building permit from the City of Kenai at no cost. Unless otherwise provided in contract documents, Contractor shall secure and pay for all other legally required permits and government fees, licenses and inspections necessary for the proper execution and completion of the work. These are customarily secured after execution of the contract. These costs are part of the contract price. This provision does not lessen the requirements set out in ARTICLE 1.4.
- 4.11.2 Contractor is required to comply with all permits obtained by Owner for project, if any. Contractor is responsible for requesting information from Owner regarding any applicable permits obtained by Owner.

4.12 ROYALTIES AND PATENTS

4.12.1 Contractor shall pay for all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof.

4.13 INDEMNIFICATION

4.13.1 The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this contract. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 DEFINITIONS AND RESPONSIBILITIES

- 5.1.1 A subcontractor is a person or entity having a direct contractual relationship with Contractor, or with one of Contractor's subcontractors, to perform any of the work at the site. A supplier is any manufacturer or person or firm providing materials, equipment or assemblies to Contractor or to one of the subcontractors for inclusion in this project.
- 5.1.2 All contracts between Contractor, subcontractors and suppliers (whether or not in privity with Contractor) shall be in accordance with the terms of this contract and shall incorporate the General Conditions of this contract. Contractor shall include in such contracts, and require its inclusion in any subcontracts, a provision holding any subcontractor or supplier (whether or not in privity with Contractor) directly accountable to Owner for work which fails to meet the requirements of the contract documents, or which prevents Contractor or any subcontractor from performing work. This direct accountability to the Owner shall be in addition to Contractor's liability for any such failure.
- 5.1.3 The provisions in this ARTICLE shall not be construed as creating a right of recourse, or any direct contractual relationship, between Owner or Owner's agents and any subcontractor, supplier, or manufacturer (whether or not in privity with Contractor).
- 5.1.4 Contractor shall make all necessary copies of these contract documents available to Owner and to each subcontractor and shall require each subcontractor to make copies of these contract documents available to each of Contractor's subcontractors, if any.
- 5.1.5 Contractor shall be fully responsible for enforcing discipline among subcontractors, their employees and their subcontractors, and for insuring that each subcontractor performs the work in accordance with the contract documents and all safety regulations.
- 5.1.6 Contractor shall have the discretion to require subcontractor(s) to provide payment or performance bonds for work of the subcontractor(s).

5.2 AWARDS TO SUBCONTRACTORS AND SUPPLIERS

- 5.2.1 At Owner's request Contractor shall submit to Owner a list of all principal subcontractors and material suppliers and shall not contract with any proposed person or organization to whom Owner voices a reasonable objection. This provision applies to substitution of subcontractors or suppliers subsequent to Owner's initial objection to a proposed person or entity. Such list shall be submitted in accordance with Division 1 requirements as provided in the contract specifications.
- 5.2.2 Rejection of a proposed subcontractor or material supplier shall not entitle Contractor to any increase in the contract sum or time.
- 5.2.3 At Owner's request Contractor shall submit to Owner a copy of any subcontract and any purchase orders for materials and equipment prior to purchase of such items.

5.3 CONTRACTOR PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 5.3.1 Recognizing the importance of maintaining the integrity of a public contract, Contractor warrants that Contractor will pay all subcontractors and material suppliers at least monthly on or about the 20th day of each month upon approval of the subcontractors' and materials suppliers' billing, for all apparently acceptable work performed on the site during the preceding month and for all apparently acceptable material incorporated into the project or delivered and properly stored at the site during any month for which Contractor has received payment from Owner. If Owner retains a percentage of sums due, Contractor may retain a like percentage, but when retainage is paid, Contractor must pay to the subcontractor or supplier interest on retainage equal to interest rate paid to Contractor by Owner.
- 5.3.2 In furtherance of Contractor's warranty under this ARTICLE and ARTICLE 8, Owner, may require Contractor to declare Contractor's status of accounts with any or all the subcontractors and suppliers. A proof of payment to subcontractors and suppliers shall be made in a form acceptable to Owner. If Contractor

breaches this warranty and fails to pay each subcontractor and materials supplier within 45 days after a monthly billing has been presented, then Owner reserves the right to withhold sufficient sums from Progress Payments due to Contractor and to issue payment to the subcontractors or material suppliers directly. This ARTICLE shall not be construed as creating a right in the subcontractors or material suppliers to have direct recourse against Owner for payment. Contractor expressly agrees that Owner will not be liable for any exercise of Owner's discretionary right under this section, and Contractor agrees to release and indemnify Owner for any claims arising therefrom, either by Contractor directly or by any subcontractor or material supplier. Likewise, this ARTICLE shall not be construed as creating a right in Contractor's surety or any other subrogated party to have direct recourse against Owner for failure to withhold sums pursuant to this section.

ARTICLE 6 SEPARATE CONTRACTS

- 6.1 Owner has the right to award separate contracts for work on the project that is not included in this contract.
- When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the contract documents in each case shall mean the Contractor who executes each separate contract.
- 6.3 Contractor shall afford other contractors and Owner's own forces reasonable opportunity for the introduction and storage of materials and equipment and for the execution of their work and shall properly connect and coordinate Contractor's work with theirs as required by the contract documents.
- Any costs caused by defective or ill-timed work under separate contracts shall be borne by the party responsible thereof and shall be paid promptly.
- When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as 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 his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.
- If any part of Contractor's work depends upon work performed by Owner or any separate contractor, prior to proceeding with the work, Contractor is required to report to Owner any apparent discrepancies, defects or delays in the other work which impede proper execution of the work required by this contract. If Contractor fails to report such unsuitable work by another contractor to Owner, then Contractor shall be deemed to have accepted the unsuitable work and any liability for all deficiencies, damages and costs which arise as a result of the defective work or of Contractor's use or covering of the unsuitable work.
- 6.7 Should Contractor or any subcontractor delay or cause damage to the work or property of any other contractor or person, Contractor shall repair the damage or settle the claim and shall further, to the extent allowed by law, indemnify, defend, and hold Owner harmless from any and all claims, costs, expenses, injury, damages, or loss of any kind, including attorneys' fees, court costs, or arbitration costs, which arise out of such delay or damage.
- 6.8 Should a dispute arise between Contractor and separate contractors as to the responsibility for completing, finishing or cleaning up particular work or a portion of the work, Owner may complete, finish or clean up the disputed portion and apportion the cost among Contractors responsible as Owner shall determine to be equitable.

ARTICLE 7 BONDS AND INSURANCE

7.1 PERFORMANCE AND PAYMENT BONDS

7.1.1 For contracts with a contract sum of one hundred thousand dollars (\$100,000) or greater, or as otherwise specified in the request for bid, Contractor shall provide as part of the basic contract sum, a performance bond and a payment bond, each in the amount of 100% of the contract amount, prior to Owner's execution

of the contract. Contractor shall have no recourse of any kind against Owner, if Owner declines to award a contract due to Contractor's failure to provide the required bonds. These bonds, in whatever amount required by the specific contract, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25 and shall comply with all requirements for payment and submission of claims as provided by that chapter.

- 7.1.2 All bonds shall name Owner as the beneficial party and shall protect Owner for a period of at least one year subsequent to the date of final payment upon this contract. All bonds shall be executed upon a form acceptable to Owner and by a surety company licensed to do business within the State of Alaska and acceptable to Owner. The form of the bond shall provide that Owner shall have at least thirty (30) days prior notice of any lapse in bond coverage. The bond payment shall be applicable to all subcontractors or material suppliers (whether or not in privity with Contractor) who might attempt to assert a claim against Owner.
- 7.1.3 Owner may inform the surety as to the general progress and status of the work. A copy of all communications with the surety company shall be provided promptly to Contractor upon request.
- 7.1.4 In the event Contractor refuses, or is unable to make payments to laborers, subcontractors or material suppliers, or to complete the work, or to correct defective work, within the times provided by this contract, Owner may elect to call upon Contractor's surety to rectify Contractor's default. Contractor shall first be given seven (7) calendar days written notice (effective when mailed) of Owner's intentions to call upon the surety company and Owner shall specify to Contractor the basis for the proposed course of action. If Contractor fails to correct the default within the time provided, Owner shall promptly call upon the surety.
- 7.1.5 Prior to final payment or reduction in retainage, Contractor shall provide written consent of each affected surety releasing Owner from any further claims arising from payment to Contractor and obligating the surety company to rectify any default, nonpayment, defective work, error, omission or deficiency of Contractor.
- 7.1.6 Contractor and Owner expressly agree that Owner shall be entitled to retain from payments to Contractor amounts in excess of normal retainage if these additional amounts may be necessary to indemnify Contractor's surety for any payment or corrective work which the surety might be required to undertake. This additional retainage will be made only upon written directive by Contractor's surety specifying the reason for retaining extra amounts, the amounts to be retained and agreement of the surety to reimburse Owner for any interest which may be due Contractor under the provisions of the Alaska Statutes.

7.2 CONTRACTOR'S INSURANCE

- 7.2.1 The services to be rendered under this contract are those of an independent Contractor.
- 7.2.2 Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in ARTICLE 7.2.5 and 7.2.6 below, and any other insurance coverage as may be specified in ARTICLE 7.2.11 SUPPLEMENTARY GENERAL CONDITIONS OF INSURANCE, if attached and forming a part of this contract. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.
- 7.2.3 This insurance coverage required by ARTICLE 7.2.5 and 7.2.6, and ARTICLE 7.2.11 if attached, shall be in acceptable form, and for the amounts specified by the City of Kenai, or as required by law, whichever is greater.
- 7.2.4 The insurance policies shall remain in force for the life of the contract and shall be a part of the contract price.
- 7.2.5 Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.
- 7.2.6 Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.

- 7.2.7 Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.
- 7.2.8 There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the City of Kenai. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.
- 7.2.9 Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement.
- 7.2.10 Owner shall have the option to purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the contract. Insurance providing coverage against fire and extended coverage perils, may, at Owner option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this General Condition is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear. This section does not modify the contractor or subcontractors' responsibility to provide insurance as required in ARTICLE 7.
- 7.2.11 May be added in supplementals as Supplementary General Conditions of Insurance.

ARTICLE 8 MEASUREMENT, PAYMENT AND COMPLETION

8.1 SCOPE OF PAYMENT

8.1.1 Unless altered by change order, Contractor shall be paid only that sum set forth in the agreement between Owner and Contractor as Contractor's compensation for performance of all work required by the contract documents.

8.2 LUMP SUM PAY ITEMS

- 8.2.1 Each bid item is characterized as either a lump sum item or a unit price item in the bid documents. Where the item is bid at a lump sum price, no additional compensation shall be paid to Contractor for additional work required because Contractor failed to include items or quantities in Contractor's estimate or a subcontractor's estimate, or failed to utilize proper construction means, methods, procedures or sequence or by virtue of any decision of Contractor.
- 8.2.2 Contractor is required to provide and pay for all requirements necessary for the proper execution and completion of the contract unless specifically excluded by the contract documents. The costs are part of the contract price. The requirements include but are not limited to the requirements stated in ARTICLE 1.4.
- 8.2.3 All materials and equipment incorporated in the work shall be new except as otherwise provided in the contract documents. All materials and equipment shall meet or exceed the requirements of the plans and specifications and Contractor shall furnish, if requested, satisfactory evidence as to the source, kind and quality of any materials and equipment.

8.3 UNIT COST ITEMS

8.3.1 Quantities appearing in the bid schedule are approximate and are prepared for comparison of bids. Payment to Contractor will be for actual quantities of work performed and materials furnished in accordance with the contract documents. Scheduled quantities of work and materials may be increased, decreased or eliminated as provided herein.

8.4 APPLICATION FOR PAYMENT

- 8.4.1 Applications for payment shall be based on Contractor's submitted schedule of values, as approved by Owner per Section 4.2. Schedule of values shall be prepared in such form and supported by such data as may be required by Owner to substantiate its accuracy prior to Contractor's first application for payment.
- 8.4.2 The schedule of values shall include quantities of work, unit prices and other items comprising the contract price. It shall subdivide the work into each component part in sufficient detail to serve as the basis for progress payments during construction.
- 8.4.3 With each subsequent application for progress payment, Contractor shall provide a schedule of values to Owner showing all work which has been performed to date together with the value thereof, and the percentage of work completed.

8.5 PROGRESS PAYMENTS

- 8.5.1 Progress Payments shall be made monthly, based upon the amount of apparently acceptable work performed at the site and apparently acceptable materials purchased for the project and properly stored at the site during the previous month. Disbursement of progress payments will not effect a transfer of the risk of loss from the Contractor to the Owner for invoiced equipment or material. The risk of loss of the work and all material and equipment not yet incorporated in the work is the liability of the Contractor until substantial or final completion, whichever is earlier.
- 8.5.2 The value of work performed and materials stored shall be set forth in Contractor's revised schedule of values. If requested by Owner, Contractor shall promptly provide Owner any additional information necessary to ascertain the value of the work performed or the cost of materials stored at the site during the previous month. Each updated Schedule of Values shall be in the form of a notarized affidavit. Proof of certified payroll shall be provided per ARTICLE 4.
- 8.5.3 By application for payment, Contractor warrants and guarantees to Owner that title to all work, materials, and equipment for which payment is requested will pass to Owner either by incorporation in the construction and after substantial completion or upon receipt of payment, whichever occurs later, that such title will be clear of all liens, claims, security interests, and other encumbrances, except for liens to be released later prior to final payment and specifically identified on the application for payment, and that all such work, materials, and equipment are of acceptable quality.
- 8.5.4 Each application for payment shall be made no later than the tenth day of each month for work performed during the preceding month. Progress Payment requests shall be submitted to Project Representative for analysis and recommendation to Owner.
- 8.5.5 Project Representative will review Contractor's application for payment within seven (7) working days after receipt and if Project Representative ascertains that the amounts set forth therein are properly due and owing to Contractor, then Project Representative shall issue a Certificate of Payment to Owner. If Project Representative determines that only a portion of the sum requested is then properly due and owing to Contractor, then Project Representative may issue a Certificate of Payment in a lesser amount or may reject the application altogether. Project Representative will notify in writing both Contractor and Owner of the reasons for reduction or rejection of any application for Progress Payment.
- 8.5.6 Project Representative's issuance of a Certificate of Payment constitutes a representation that the work has progressed to the point indicated and that to the best of Project Representative's professional knowledge and information, Contractor is entitled to payment in the amounts certified.

8.6 RETAINAGE

8.6.1 After receipt from Project Representative of the Certificate for Payment, Owner shall make payment to Contractor within thirty (30) days. Owner shall have the option to retain up to 10% of the full amount of the Certificate for Payment plus lump sum amounts for material and equipment not properly stored, or subject to damage prior to use. Amounts retained by Owner may be held by Owner until project completion. If the project involves grant money or the City has entered into a written contract with the state to provide state funds, payment will be made in accordance with AS 36.90.200-270.

8.6.2 Owner may withhold additional sums of money from progress payments in an amount sufficient to safeguard and protect Owner against any apparently meritorious claims against Contractor by any party other than Owner, and for any work which Owner ascertains to be defective or not meeting the requirements of the contract documents.

8.7 CONDITIONS OF PAYMENT

- 8.7.1 Project Representative may refuse to approve all or any part of any request for progress payment if, in Project Representative's opinion, it would be incorrect to make the representation to Owner set out in ARTICLE 8. Project Representative may also refuse to approve all or any part of any request for progress payment, if subsequently discovered evidence or the results of subsequent inspections or tests nullify any payment previously approved.
- 8.7.2 Owner may withhold payment to the extent necessary to protect Owner from loss resulting from:
 - Defective or damaged work;
 - B. Claims or liens which have been filed or may be reasonably expected;
 - C. Contract price reduction by modifications or change orders;
 - D. Owner cost to correct or complete defective work;
 - E. Unsatisfactory prosecution of the work by Contractor, including but not limited to failure to furnish adequate submittals or to clean up the work or site;
 - F. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
 - G. Failure of Contractor to make payment properly due to subcontractors, employees, suppliers or utilities:
 - H. Reasonable evidence to believe the work cannot be completed within the contract time.
 - I. Damage to Owner's property not replaced or repaired in timely manner.

When the grounds for withholding payment are removed, payment shall be made for amounts withheld.

8.7.3 Neither the issuance of a Certificate of Payment, nor the making of any progress payment, nor the partial or entire use of the project by Owner shall constitute an acceptance of any work not in accordance with the contract documents nor shall it constitute a waiver of any right accruing to Owner or of any duty of Contractor.

8.8 SUBSTANTIAL COMPLETION

- 8.8.1 Substantial Completion is defined as the state of construction at which the work is sufficiently complete and in accordance with the contract documents, so that Owner could occupy and utilize the work or a specific portion of it, for its intended use.
- 8.8.2 When Contractor considers the work substantially complete Contractor shall notify Project Representative in writing and request a Substantial Completion inspection. The request shall be made a minimum of three business days in advance. The notice shall include a comprehensive list of items to be completed, reasons they are not completed and a date of anticipated completion. The notice shall also include copies of all code compliance inspections, the Certificate of Occupancy, if applicable, and any other documents required by the contract.
- 8.8.3 Project Representative shall schedule the Substantial Completion inspection and notify Contractor. The inspection will be performed by Project Representative, Architect, Design Engineers, and Owner personnel in the presence of Contractor. Should this inspection find the work not substantially complete, Owner may terminate the inspection and promptly notify Contractor in writing of the conditions for reinspection. Any deficiencies identified by this inspection will be listed and promptly furnished to Contractor for remedial action.
- 8.8.4 If Contractor has requested that Project Representative and Owner make an inspection to ascertain Substantial Completion, and if the work is not then substantially complete, Contractor shall be liable for all costs Owner, Architect, and Project Representative have incurred in making the inspection.

- 8.8.5 If it is determined on the basis of inspection that the work is substantially complete, Project Representative will issue a Certificate of Substantial Completion. Included in the certificate shall be a list of items which must be completed or corrected before final payment and the time within which such items shall be complete and corrected. Failure to include an item on this list does not alter the responsibility of Contractor to complete all work in accordance with contract requirements.
- 8.8.6 Certificate of Substantial Completion shall state the date of Substantial Completion and the respective responsibilities of Owner and Contractor for the maintenance, insurance and security of the work. Certificate of Substantial Completion shall specifically authorize Owner to take possession of the premises and utilize them for their intended purpose. Owner's beneficial occupancy of the premises shall make reasonable allowance for the performance of the work which Contractor must complete prior to final completion.
- 8.8.7 If Contractor fails to complete or correct work required by the Certificate of Substantial Completion within the time allowed, then the Certificate of Substantial Completion shall be voided and the contract time expended by Contractor shall be counted, and the acceptability of the work shall be inspected as if a Certificate of Substantial Completion had not been issued.
- 8.8.8 Upon Substantial Completion of the work and upon application by Contractor and certification by Project Representative, Owner shall make payment, reflecting adjustment in retainage, if any, for such work as provided in the contract documents.

8.9 FINAL COMPLETION AND WARRANTY PERIOD

- 8.9.1 The terms Final Completion and Warranty Period refer to, respectively, the finalization of the construction phase and a one-year warranty period following the Substantial Completion. Final Completion shall be represented by a lump sum dollar amount identified on the schedule of values. Final Payment represents a sum of money to perform all tasks necessary from Substantial Completion to Final Completion, including completion of final punch list, completion of as-built data, turnover of all warranty information, notarized acknowledgments of payments, and relinquishment of claims against Owner.
- 8.9.2 When Contractor considers the work ready for Final Completion, Contractor shall forward to Project Representative an application for final payment including (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) consent of surety, if any, to payment, (3) irrevocable, notarized proof of payment and relinquishment of claim against Owner, issued by every subcontractor (whether or not in privity with Contractor), material supplier and other party who might assert a claim against Owner, and (4) all other documentation required by the contract documents. Project Representative and Owner shall promptly inspect the work to see that it is fully performed and complete, that all portions of the work are acceptable and that the contract is fully performed aside from completion of the Warranty Period. After Project Representative has made a determination that these requirements have been met, Project Representative shall prepare and recommend that Owner issue a Certificate of Final Completion and Final Payment.
- 8.9.3 Project Representative's approval of Final Payment constitutes an additional representation by Project Representative to Owner that to the best of Project Representative's knowledge and information, all conditions which Contractor must fulfill prior to being entitled to Final Payment have in fact been fulfilled in accordance with the contract documents.
- 8.9.4 If any party refuses to relinquish its claim, or if Owner considers that any item or portion of the work: (1) is of doubtful acceptability under the contract documents; or (2) may diminish the value of the work; or (3) may prove to be ultimately unreliable; or (4) may prove to be less functional than required by the intent of the contract, then Owner, in lieu of refusing Final Payment to Contractor, may allow Contractor to furnish a bond in a form and in an amount satisfactory to indemnify Owner against losses occasioned thereby. If any additional costs to settle the claim or to correct work of doubtful quality accrue to Owner in excess of the indemnity available to Owner, Contractor shall refund to Owner all differences and costs which Owner might be compelled to pay, including all litigation costs and reasonable attorney fees.
- 8.9.5 Acceptance of final payment by Contractor constitutes an explicit waiver of all claims which Contractor might assert against Owner except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.

- 8.9.6 Final Payment to Contractor shall constitute a waiver of all claims which Owner might assert except those arising from: (1) unsettled claims; (2) faulty or defective work (3) failure of the work to comply with the requirements of the contract documents; (4) warranties required by this contract or that by their terms do not expire upon completion of the contract.
- 8.9.7 If, after Substantial Completion, Warranty Completion is delayed through no fault of Contractor, or by the issuance of change orders affecting Final Completion, Owner may, upon recommendation of the Project Representative, extend the contract time by a reasonable period and accept certified applications for further Progress Payments.
- 8.9.8 Upon completion of all requirements identified in ARTICLE 8 as "Final" the funds representing Final Payment shall be released to Contractor along with the Certificate of Final Completion. Upon issuance of Certificate of Final Completion all contract sums shall be accounted for to Contractor and shall be paid to Contractor. However, any and all applicable bonds shall not be released until after the Warranty Period.

8.10 TIME AND LIQUIDATED DAMAGES

- 8.10.1 The time permitted for construction of the work will run from issuance of Notice to Proceed through the dates for Substantial Completion as specified in Agreement between Owner and Contractor, unless a specific completion date is specified.
- 8.10.2 The term "day" as used in this contract shall mean "calendar day" unless specifically stated otherwise.
- 8.10.3 All warranty periods and obligations accruing to Contractor through completion of the work shall be considered to begin on the date of Substantial Completion, unless otherwise agreed to separately in writing by Owner and Contractor.
- 8.10.4 Contractor shall begin the work as soon as possible after the date identified in Notice to Proceed and shall prosecute the work expeditiously and with adequate labor and materials.
- 8.10.5 Liquidated damages will be applied in the amount set out in the Agreement.
- 8.10.6 Claims for extension of time will be considered only if they affect "critical path" items specifically identified in the detailed progress schedule or in any applicable Supplementary Conditions. Claims for extension of the contract time must be made in writing to Owner not more than twenty (20) days after the reason for requested extension appears.

ARTICLE 9 CHANGES IN THE WORK, CONTRACT PRICE, AND TIME

9.1 CHANGE ORDERS

- 9.1.1 Without invalidating this contract, Owner may, at any time, order additions, deletions, or revisions in the work. All such changes must be authorized by written change order. Upon receipt of a change order, Contractor shall proceed with the work in accordance with applicable requirements of the contract documents. If any change order entails an increase or decrease in the contract price or an extension or curtailment of the contract time, adjustment will be made as provided herein.
- 9.1.2 Extra work will be paid for either at a fixed price specified in the change order (using unit prices or a lump sum amount) or on a time and materials basis.
- 9.1.3 Project Representative may authorize minor changes, alterations or deviations in the work in accordance with ARTICLE 2. These changes shall be authorized by written Field Order to be included in a subsequent Change Order.
- 9.1.4 Any additional work performed by Contractor without a properly executed change order will not entitle Contractor to an increase in the contract amount or to an extension of the contract time, except in the case of emergency threatening life, safety or property.

9.2 ISSUANCE OF CHANGE ORDER

- 9.2.1 The contract sum constitutes the total compensation to Contractor for the work required by this contract. The contract price may be changed only by a properly executed change order. Any request for increase in the contract price shall be based upon written notice delivered to Project Representative within ten (10) days after the reason for the proposed increase appears. Change order proposals must be accompanied by all pertinent data and documentation, including a detailed estimate showing costs, quantities, unit prices and markups for overhead and profit.
- 9.2.2 Project Representative shall analyze Contractor's change order proposal and shall make a recommendation to Owner within a reasonable period of time. If Owner accepts the proposal, Project Representative shall prepare the change order for execution by Contractor and Owner.
- 9.2.3 The value of any work added or deleted by change order shall be determined by one of the following methods:
 - A. Application of unit prices set forth in the bid: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit.
 - B. Application of mutually accepted unit prices for work not covered by bid unit prices: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit.
 - C. Mutual acceptance of a lump sum: Contractor's lump sum proposal must include an itemized breakdown of all costs of Contractor, subcontractors and suppliers. Breakdowns shall show quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.
 - D. At Owner's option, Contractor may be directed to proceed with additional work on a "time and materials" basis which may also stipulate a maximum "not to exceed" amount. Contractor will be required to maintain and submit detailed records showing all quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.
- 9.2.4 When both additions and credits for related work or substitutions are involved in any one change, the allowance for overhead and profit shall be based on the net change. All related items within a proposal shall be considered as a single item for purposes of computing overhead and profit.
- 9.2.5 When Contractor is directed to proceed on a time and materials basis, costs of the work shall be submitted daily for approval by Project Representative and may only include:
 - Actual payroll costs for employees, as substantiated by certified payroll, in the direct employ of Contractor for the times actually utilized in prosecution of the additional work, including allowance for benefits which Contractor customarily provides its employees;
 - B. The actual substantiated cost to Contractor for all material and equipment incorporated into the work, including transportation and storage expenses;
 - C. The actual substantiated amounts of payments by Contractor to subcontractors for work performed by the subcontractors;
 - D. Any costs of special consultants to the extent authorized by Owner:
 - E. Substantiated equipment rental costs at reasonable market rates;
 - F. Additional supervision and travel costs reasonably related to the work performed;
 - G. Increased bond premiums:
 - H. Additional license fees, permits, or applicable taxes;

I. Minor incidental expenses such as telegrams and long distance telephone charges.

To these direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.

- 9.2.6 Unless specifically agreed to by Owner in writing, the cost of additional work shall not include any portion of Contractor's general overhead, nor any sum attributable to Contractor's prosecution and supervision of the principal work at the site, nor any overtime expense, unless specifically agreed to by Owner in writing. Contractor shall not be compensated for any casualty or other losses or expenses attributable to negligence of Contractor or any person in its employ or any subcontractor or supplier.
- 9.2.7 Payment to Contractor shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the contract or applicable change order. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, Contractor shall accept as payment in full, payment at the original contract unit prices for the quantities of work and materials furnished, completed and accepted; except as provided in the contract documents.

9.3 UNIT PRICES

- 9.3.1 When unit prices are used, and where the final quantity of a major contract item varies more than 25% above or below the bid quantity, either party to the contract may request an equitable adjustment in the contract unit price of that item. A major contract item is an item equal to 10% or more of the total contract.
- 9.3.2 When the final quantity of work is less than 75% of the bid quantity, the equitable adjustment shall be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75% of the total amount bid for the item.
- 9.3.3 To determine unit prices for authorized changes or additions in the work that alter the quantity of work under a lump sum pay item, adjustment to the pay item will be determined by multiplying the added or deleted quantity by the quotient of the contract lump sum price and the estimated quantity shown on the original plans. Payment will be made under a new contract item established for that purpose. Adjustments will be made as a change order to the contract.
- 9.3.4 No allowance shall be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed, either directly from such alterations in quantities or indirectly from unbalanced allocations among the contract items by Contractor, or any other causes.

9.4 ALLOWABLE OVERHEAD AND PROFIT

- 9.4.1 When the value of change order work is determined by the lump sum method or by the time and materials method, the following definitions and percentages shall apply.
- 9.4.2 Direct costs are defined as the net cost to Contractor to accomplish a given change. Costs of bonds and insurance associated with the change shall be applied after addition of indirect costs.
- 9.4.3 Indirect costs are defined as general operational charges relating to the accomplishment of a given change, including but not limited to small tools, incidental job burdens and general office expense.
- 9.4.4 Overhead and Profit: Allowances for all indirect costs shall be identified as combined overhead and profit and shall not exceed the percentages in the following schedule:

A. Additive work:

- (1) Prime Contractor:
 - (a) 15% of the direct costs of own work in excess of \$1,000.00; 20% when the total value of own work is equal to or less than \$1,000.00.
 - (b) 8% of the direct costs of work performed by subcontractors not including subcontractor's overhead and profit.
 - (c) 8% of the direct costs of equipment.
- (2) Subcontractors: percentages represented in subsections (a) and (b) are a maximum percentage

- allowed regardless of the tier or number of subcontractor(s) performing the work:
- (a) 15% total of the work performed by subcontractors in excess of \$1,000.00; 20% total of the work performed by subcontractor equal to or less than \$1,000.00.
- (b) 8% of the direct costs of equipment.
- (3) In no case shall overhead and profit exceed 23% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work exceeds \$1,000.00. In no case shall overhead and profit exceed 28% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work is equal to or less than \$1,000.00.

B. Deductive work:

(1) Prime Contractor: 4% of the direct cost of deleted own work.

9.5 CONCEALED CONDITIONS

- 9.5.1 This ARTICLE applies only when concealed conditions substantially at variance with the conditions set forth in the contract documents are encountered and these conditions were not foreseeable by Contractor or reasonably inferable from information provided by Architect or Owner in the bidding documents.
- 9.5.2 If it is determined the Contractor could not predict the concealed conditions as set forth under ARTICLE 9.5.1, Owner may issue a change order for the performance of additional work required with an equitable adjustment in the contract sum. Contractor shall not begin work upon any concealed condition until Owner has approved a written change order

ARTICLE 10 TESTING AND CORRECTION OF WORK

10.1 TESTS AND INSPECTIONS

- 10.1.1 Contractor shall be responsible for securing permits and approvals from entities having jurisdiction over the work. Contractor will provide any special testing or inspections required by the contract documents. Contractor shall notify Owner 48 hours prior to performing testing. Contractor shall not cover work that requires testing, inspection or approval until such testing, inspection, or approval has been completed. Owner reserves the right to approve the testing agency.
- 10.1.2 Neither observation by Owner nor inspections, tests, or approvals by Owner or Owner's testing agency shall relieve Contractor from Contractor's obligation to perform the work in accordance with the contract documents.

10.2 UNCOVERING OF WORK

- 10.2.1 If any work is covered or buried contrary to contract requirements or Owner's written request, such work shall be uncovered at Owner's request for inspections, tests or approvals. Uncovering and recovering shall be at Contractor's expense, unless Contractor has given notice of intent to cover the work and Owner has not acted with reasonable promptness to provide any necessary tests, inspections or approvals.
- 10.2.2 If any work has been covered which Owner has not specifically requested to observe prior to covering, or if Owner considers it necessary or advisable that covered work be inspected or tested by others, then Contractor shall, at Owner's request, uncover, expose or otherwise make available for observation, inspection, or testing, that portion of the work as Owner may require. Contractor shall furnish all necessary labor, materials and equipment. If such work is found to be defective, Contractor shall bear all expenses, including compensation for any additional professional services and testing. If, however, the uncovered work is found not to be defective, Contractor shall be allowed an equitable adjustment in the contract price or the contract time. Only Contractor's direct costs attributable to the uncovering of work and its recovering shall be allowed.

10.3 DEFECTIVE WORK

- 10.3.1 All work not meeting the requirements of the contract documents shall be considered defective.
- 10.3.2 Contractor shall promptly correct or replace any defective work. Any and all costs associated with correction or replacement shall be borne by Contractor. Contractor shall also bear the expense of making good all

- work of others destroyed or damaged or required to be redone because of the correction or replacement of defective work.
- 10.3.3 If, after seven (7) days written notice to Contractor, Contractor fails to correct deficiencies or to provide Owner with an approved schedule for correcting defective work, Owner may, without prejudice to any other remedy it may have, make good deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor. No extensions of time shall be allowed for correction of work that is defective.

ARTICLE 11 WARRANTIES

- 11.1 Contractor unconditionally warrants for a period of one year from issuance of the Certificate of Substantial Completion the usability and quality of all work, labor and materials incorporated into the project, unless otherwise provided in the contract documents. After the approval of Final Payment and prior to the expiration of one year after the date of Final Completion, any work found to be defective shall be remedied promptly by Contractor within fourteen (14) days of written notice without cost to Owner and in accordance with Owner's written instructions. Contractor shall either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with acceptable work. If Contractor does not promptly comply with the terms of Owner's instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be deducted from Warranty Period Payment, unless the surety elects to remedy deficiency.
- 11.2 In addition to other warranties set forth in this contract and in accordance with requirements stated in the contract documents, Contractor shall obtain and transmit to Architect all warranties on material and equipment incorporated into the work and either provided by the supplier or otherwise required by the contract documents. Transmittal of warranties to Owner shall be a prerequisite of the Certificate of Final Completion.
- 11.3 All material and equipment installed by Contractor shall have a manufacturer's warranty for a period of one year, except as otherwise provided by the contract documents. The period of warranty shall begin on the date of Substantial Completion unless otherwise noted on the Certificate of Substantial Completion. This article does not limit any manufacturer's warranty which extends for a period of time longer than that specified as minimum in the contract documents.
- 11.4 If a warranty period in excess of one year on a particular item or part of the work is required by the contract documents, the longer warranty period shall govern warranty obligations of Contractor.
- 11.5 Owner may accept defective work or materials found during the warranty period instead of requiring correction or removal and replacement. If acceptance occurs prior to approval of final payment, a change order shall be issued to reduce the contract price. If acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 11.6 The provisions of this ARTICLE shall not be construed as limiting the right of Owner to make a claim against Contractor for work not constructed in accordance with the contract documents. Where a defect attributable to Contractor's or subcontractor's materials or workmanship appears after expiration of the one-year warranty period, Owner shall notify Contractor of the appearance of damages due to defective work or materials and shall offer Contractor the right to replace or repair all defective work and other work using Contractor's forces. If Contractor fails to correct the work and any consequentially damaged work within a reasonable time, or if Contractor refuses to correct the work, Owner may correct the work utilizing Owner's own forces. Contractor shall pay Owner all costs attributable to correction of the defective work and any consequential damages occasioned by the defective work.
- 11.7 Should Owner and Contractor agree to delay completion of any items, the one-year warranty period for those items shall commence upon written acceptance of each item by Owner.

ARTICLE 12 CLAIMS AND LITIGATION

12.1 This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

- 12.2 No controversy or claim arising out of this contract shall be subject to binding arbitration unless both Owner and Contractor agree in writing to submit the question to arbitration at the time when the controversy arises.
- 12.3 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be referred initially to Project Representative, who shall render a recommendation in writing to Owner within a reasonable time.
- During pendency of any claim arising out of this contract, Contractor shall carry on the work and maintain the Progress Schedule approved by Owner unless otherwise agreed by Contractor and Owner in writing. Should Contractor cease work, Contractor shall be in breach of this contract and Owner shall have the right to terminate the contract and to prosecute the work to completion with Owner's own forces or with a replacement Contractor. Contractor shall be responsible for any increase in costs to Owner above the contract price.
- 12.5 Contractor may make claims for additional costs only if the additional cost involved has occurred because of:
 - A change order issued by Owner, where the additional sum due Contractor set forth in the change order is in dispute.
 - B. An order by Owner to stop the work where Contractor was not at fault.
 - C. Concealed conditions as set out in ARTICLE 9.
 - D. Failure of payment by Owner pursuant to ARTICLE 3.
 - E. Additional costs or delays caused by separate contractors' or Owner's forces in accordance with ARTICLE 6.
- 12.6 Contractor shall not make a claim for additional costs where the basis of the claim lies in an oversight or mistake made by Contractor during the bidding process or by reason of negligent acts or omissions of Contractor or any mistake in judgment or improper selection of construction means, methods, sequences and materials during the course of construction.
- 12.7 If Contractor is entitled to make claim for an increase in the contract sum, Contractor shall deliver to Owner written notice of Contractor's intention to assert each claim within twenty (20) days after occurrence of each event giving rise to the claim. Contractor must give this notice of claim and specify the full extent and nature of the claim(s) to Owner before proceeding to execute the work upon which a claim might be asserted. No claim for additional costs or compensation shall be valid unless the prior twenty (20) day notice has been given. Adherence to this provision shall be strict. Any adjustment in the contract sum resulting from settlement of claims shall be authorized by change order.

ARTICLE 13 TERMINATION OF THE CONTRACT OR SUSPENSION OF THE WORK

13.1 TERMINATION BY OWNER

- 13.1.1 Owner shall have the right to terminate the contract if Contractor should file for bankruptcy, reorganization, otherwise be declared insolvent, or if Contractor makes a general assignment for the benefit of creditors. Exercise of these rights, where required by law, is contingent upon relief from the automatic stay provisions of the United States Bankruptcy Court or through other appropriate court order. This right of termination is in addition to the right of Owner to terminate for cause outlined below and other rights of termination as stated in the contract documents.
- 13.1.2 Termination for cause: If Contractor: (1) repeatedly refuses or fails to supply enough proper skilled workmen; or (2) fails to pay promptly all subcontractors, suppliers, or other parties as set out in the contract documents; or (3) fails to adhere in all respects to the provisions of Title 8, Chapter 30, of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract and all other pertinent statutes, ordinances or regulations or orders of any local, state, or federal authority concerning payment; or (4) allows insurance to lapse; or (5) if after seven (7) days written notice, without prejudice to any other remedy of Owner, Contractor fails to correct to Owner's satisfaction deficiencies in work that does not conform to the contract documents; or (6) allows a situation that creates a danger to person or property to arise. Where an emergency situation creating a danger to person or property arises, Owner may at its option terminate the contract and take possession of the site and any of Contractor's equipment and material necessary to complete an emergency response or hire a separate contractor to complete the

emergency response. Contractor shall be paid the contract rate for the material used and shall be paid for the use of Contractor's equipment at the price shown in the contract documents or at the rate for such equipment listed in <u>RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT</u>, published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110. If the rate for such equipment is not so listed, reliable sources will be used to determine a reasonable rate.

- 13.1.3 In the event of termination for cause, Owner shall have the right of set-off, from any payment due Contractor, of all expenses, costs, and damages including but not limited to all professional and legal expenses and attorneys' fees and costs or other additional expenditures necessary to complete the projects that are occasioned by the termination. In the event such amounts exceed the amount of payment withheld, Contractor shall be liable to Owner for such amounts. No payment shall be made to Contractor prior to determination that a balance is due Contractor after the amount of set-off is determined.
- 13.1.4 Owner may terminate this contract at any time for the convenience of Owner for any reason deemed by Owner to be in the best interest of Owner.
- 13.1.5 If this contract is terminated for convenience, Contractor will be directed to make all necessary preparations for closing out the project and for safeguarding Owner's materials and the work already completed. Contractor will be paid for all conforming work done to date and for all materials delivered to the site and already paid for by Contractor, together with all reasonable costs directly attributed to termination, including fixed overhead. Contractor shall be responsible for minimizing the extent of such expenses and shall not be paid for expenses which could have been reasonably avoided. On the date that notice of termination or suspension for convenience is issued, Contractor shall immediately take all actions necessary to stop orders of material, rental of equipment or premises, employment of persons on the project, and shipment of materials not yet delivered to the site. The notice of termination or suspension for convenience shall specify a date by which all steps necessary for termination shall be completed and by which Contractor shall have removed any unused material and all Contractor's equipment and forces. Contractor shall leave the premises in a clean and safe condition on or prior to the date specified in the notice. Owner shall certify that all termination procedures have been completed and that the premises have been turned over to the possession of Owner. Within fifteen (15) days after that certification by Owner, Contractor shall render to Owner a bill for all expenses incurred in termination and for all work done subsequent to the last progress payment. Owner shall pay Contractor all sums properly due, together with any retainage not necessary to cover apparently nonconforming work or other changes, within fifteen (15) working days after the bill has been received by Owner, provided that Owner has received releases for all liens.
- 13.1.6 If Contractor is terminated for cause or default on this contract, the performance bond surety shall commence performance within fourteen (14) days of the termination or default. If the surety does not arrange for or commence performance by that date, Owner shall have the option to complete or arrange for performance and the surety shall not be relieved of any responsibility for payment of costs of performance.
- 13.1.7 Should Owner elect to terminate Contractor's services prior to final completion of the work, such termination shall not affect any rights Owner might assert against Contractor at time of termination or thereafter. Any retention or payment of monies by Owner to Contractor shall not release Contractor from that liability.

13.2 SUSPENSION OF THE WORK

13.2.1 Owner may, at any time and for any reason, suspend the work or any portion of it for a period not to exceed ninety (90) days, by written notice delivered to Contractor thirty (30) days prior to the date fixed for suspension. The notice of suspension shall fix the date on which the work is to be resumed and Contractor shall resume the work on the date so fixed. Equitable adjustment in the contract price, the contract time, or both shall be made for cost or delay directly attributable to suspension of the work.

13.3 TERMINATION BY CONTRACTOR

13.3.1 If through no act or fault of Contractor, Owner orders a suspension of work for a period of more than ninety (90) days, Contractor may, upon thirty (30) days written notice to Owner, terminate this contract and recover from Owner payment for work accepted to date plus purported overhead and profit in the manner provided in ARTICLE 9.4. Contractor shall also have the right to terminate this contract if Owner fails within forty-

five (45) days to pay amounts properly due Contractor for satisfactorily accomplished work, so certified by Project Representative, as due and payable. The provisions of this section do not include amounts ordinarily retained from Contractor's Application for Payment or amounts retained because of unsatisfactory, defective, or incomplete work, or for any other reason provided in the contract documents.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.1 Whenever any provision of the contract documents requires written notice, such notice shall be deemed to have been given and binding when given by certified mail to the respective party at the address provided in the Legal Notice provision of the agreement section of the contract documents.
- 14.2 Neither party may assign this contract without the written consent of the other party and Contractor may not delegate duties under this contract other than as provided in the contract documents without the prior written consent of Owner.
- In the event a provision of the contract documents is found to be unenforceable or void for any reason, it shall be considered as severed from the contract documents, and the remaining portions of the contract documents shall stand as if that provision had never been included in the contract documents. In the event the unenforceable or void provision is legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.
- 14.4 No general condition stated in these provisions or other provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in ARTICLE 4.13. In the event of conflict between any contract provisions, the requirements set out in ARTICLE 4.13 control.

END GENERAL CONDITIONS

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SUPPLEMENTAL GENERAL CONDITIONS OF THE CONTRACT

The following supplemental general conditions modify the General Conditions:

Delete Paragraph Paragraph 1.8 Item G.

Add the following Paragraph 4.3.13:

4.3.13 AIRPORT SAFETY REQUIREMENTS

4.3.13.1 General

The DOT&PF has developed a COVID-19 Management Plan that has been approved by the Alaska Department of Commerce, Community and Economic Development for utilization by DOT&PF contractors and consultants. A copy of this plan may be downloaded at:

http://dot.alaska.gov/stwddes/dcsconst/assets/pdf/covid_response_master.pdf

The Contractor must either adopt the pre-approved COVID-19 Management Plan, or develop their own plan. Contractors who fail to do so may have work on their projects suspended until such time as they demonstrate compliance.

<u>CONSTRUCTION AND SAFETY PHASING PLAN (CSPP)</u>. The Contractor shall comply with the requirements and instructions included in the CSPP specifically prepared for use during this project. The CSPP can be found in Exhibit D of the Supplemental Conditions and shall be used in conjunction with all CSPP Drawings included in the Plans.

The purpose of the CSPP is to present information needed for operation of the airport and construction in an effort to minimize disruption to the operations of air and ground traffic and to assist in assuring the project can be completed in the shortest time possible.

It is the explicit intention of this Contract that the safety of aircraft and vehicles, as well as the Contractor's equipment and personnel, be the most important consideration. All Work associated with this Project shall be conducted in a safe and workman-like manner so as not to endanger personnel on the site or the public. It shall be the Contractor's responsibility to comply with any and all Federal or State safety requirements. Failure by the Contractor to comply with safety laws or operate in a safe manner, as determined by the Owner or other regulatory authorities, will be cause for a "Stop Work Order", after which Work on the Project will not proceed until the unsafe practices or conditions are corrected.

The Contractor is solely responsible for all safety related to his operations on this Project. The Contractor shall continuously monitor and be responsible for his activities to assure the safety of all workers, aircraft and flying public using the airport. Contractor shall be responsible for and shall provide all safety training, procedures, coordination, notifications to the Airport Manager or designee, equipment, barricades, markings, signs, and manpower to comply with these safety requirements.

The Contractor shall control his operations and the operations of his Subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the area that is not under construction.

<u>Safety Plan Compliance Document (SPCD)</u>. The Contractor shall submit a SPCD to the Engineer describing how the Contractor shall comply with the requirements set forth in this CSPP and the requirements set forth in FAA AC 150/5370-2G. The SPCD shall be submitted to the Engineer prior to the commencement of any construction activities.

Add the following Paragraph 4.6.5:

4.6.5 In addition to State of Alaska Title 36 minimum wage requirements, the Contractor shall comply with federal Davis-Bacon Act minimum wage requirements. Contractor shall comply with the federal wage requirements as set forth in Supplemental Conditions for FAA Compliance. Wage determinations can be found at http://www.wdol.gov/dba.aspx. The Contractor shall be responsible

for determining the proper employee classification and rates of pay of the most stringent wage determination and complying with all provisions, including payroll submission to the proper authority, of the wage determinations contained herein. Use the federal wage rates that are in effect 10 days before Bid Opening.

Replace Paragraph 5.3.1 with the following:

5.3.1 Recognizing the importance of maintain the integrity of a public contract, Contractor warrants that Contractor will pay all subcontractors and material suppliers under this contract for satisfactory performance of its contract no later than eight (8) working days from the receipt of each payment the prime Contractor receives from Owner. The prime Contractor agrees further to return retainage payments to each subcontractor within eight (8) working 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 Owner. If Owner retains a percentage of sums due, Contractor may retain a like percentage, but when retainage is paid, Contractor must pay the subcontractor or supplier interest on retainage equal to interest rate paid to Contractor by Owner.

Add the following Paragraph 8.8.9:

8.8.9 All work must be substantially complete within 365 days after the date of the Notice to Proceed.

Add the following Paragraph 8.9.9:

8.9.9 Final acceptance of the work (Final Completion) shall be within 30 days of Substantial Completion.

Delete Paragraph 8.10.5 and replace with the following:

8.10.5. Per the agreement, liquidated damages shall be \$500.00 for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion determined as set out in the Contract Documents. Liquidated damages shall be \$250.00 for each calendar day that expires after the work is substantially complete but not finally accepted after the specified Final Completion date.

Add the following Paragraphs after Paragraph 14.4:

- 14.5 The City of Kenai anticipates a federal grant for the construction of this project and the City of Kenai, its Contractors, subcontractors, agents, and consultants are therefore bound to comply with the federal requirements set forth in these Articles, as well as other federal requirements, which may apply. Federal contract provisions are set forth in Exhibit A of these Supplemental Conditions and are hereby incorporated into the Contract. All bidders shall submit the required Bidder Certifications with each bid in accordance with Exhibit B of these Supplemental Conditions.
- 14.6 FAA Specifically Excluded from Contract. The work covered by the Contract is anticipated to be included in Airport Improvement Program Project No. 3-02-0142-XXX-2020, which is being accomplished by the City of Kenai in accordance with the terms and conditions of a Grant Agreement between the City of Kenai and the United States, under the Airport and Airways Improvement Act of 1982, pursuant to which the United States has agreed to pay a certain percentage of the costs. The United States is not a party to this Contract and no reference in this Contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or to the United States, by the Contract makes the United States a party to this Contract.
- 14.7 Officials Not to Benefit. No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 14.8 Convict Labor. No convict labor may be employed under this Contract.

- 14.9 Inspection and Review. The Engineer, his representative, the Owner representative, the FAA representative, or the Department of Labor representative shall be allowed access to 100% of all parts of the project to review or inspect work or materials used in the performance of this Contract.
- 14.10 DBE Requirements. Comply with DBE Requirements in Exhibit C of these Supplemental Conditions.

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EXHIBIT A

Supplemental Conditions for FAA Compliance

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ACCESS TO RECORDS AND REPORTS

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 15.1% Goals for female participation in each trade: 6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Kenai, AK 99611 within the Kenai Peninsula Borough.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor / Consultant] 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 | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] 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 | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] 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.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the 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.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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 \S 50101 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 (\checkmark) or the letter "X".

	Bidder or	offeror	hereby	certifies	that it	will	comply	with 4	9 USC	§ 5	0101	by:
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- a) Only installing steel and manufactured products produced in the United States; or
- b) 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

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either 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 the submit to the Owner within 15 calendar days of the bid opening, 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 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". The required documentation for a Type 3 waiver is:

- a) 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).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) 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 – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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False Statements: Per 49 USC § 47	126, 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 prosecuti	ion under Title 18, United States Code.
Date	Signature
Company Name	

of

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements:

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

- 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) 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, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in 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.

COPELAND "ANTI-KICKBACK" ACT

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage

determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, 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 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 that 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 www.dol.gov/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) 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) 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) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer /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.

DISADVANTAGED BUSINESS ENTERPRISES

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [30] days from the receipt of each payment the prime contractor receives from the City of Kenai. The prime contractor agrees further to return retainage payments to each subcontractor within [30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Kenai. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

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

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

\$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- 1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown

Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its

implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the 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 number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

FOREIGN TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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 (20 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.

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, 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.

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

RIGHTS TO INVENTIONS

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

SEISMIC SAFETY

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\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 () 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 twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) 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;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) 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.

VETERAN'S PREFERENCE

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

EXHIBIT B BIDDER CERTIFICATIONS

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EXHIBIT B1 DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder/Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Bidder further agrees that:

Each lower tier subcontract that exceeds \$25,000 as a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project.

Where the Bidder or any lower tier participant is unable to certify to this statement, they shall attach an explanation to this form which shall be submitted with the bid proposal.

Date	Authorized Signature
Bidder / Offeror Name	Title

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EXHIBIT B2

PROHIBITION OF SEGREGATED FACILITIES CERTIFICATION

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

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

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

Date	Authorized Signature
Bidder / Offeror Name	Title

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EXHIBIT B3

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

EXHIBIT B4

BUY AMERICAN CERTIFICATION

Certificate of Buy American Compliance for Manufactured Products

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

Required Documentation

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

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

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

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

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

Date	Authorized Signature	
	·	
Bidder / Offeror Name	Title	

EXHIBIT B5 BUY AMERICAN CERTIFICATION

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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 \S 50101 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 (\checkmark) or the letter "X".

- a) Only installing steel and manufactured products produced in the United States; or
- b) 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
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either 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 the submit to the Owner within 15 calendar days of the bid opening, 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 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". The required documentation for a Type 3 waiver is:

- a) 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).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) 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 – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

	<u> </u>	
Date	Signature	
Company Name	 Title	

EXHIBIT B6

TAX DELINQUENCY AND FELONY CONVICTION

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.

	ded a contract resulting from this solicitation lower tier subcontracts.	on, it will incorporate this provision for certification
Certi	fications	
a)	The applicant represents that it is () is unpaid Federal tax liability that has been administrative remedies have been exhabeing paid in a timely manner pursuant tresponsible for collecting the tax liability.	assessed, for which all judicial and justed or have lapsed, and that is not o an agreement with the authority
b)	The applicant represents that it is () is convicted of a criminal violation under ar months.	not () is not a corporation that was ny Federal law within the preceding 24
I	Date	Authorized Signature
	Bidder / Offeror Name	Title

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EXHIBIT C DBE REQUIREMENTS

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CITY OF KENAI DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM INDEX

DBE Contract Specifications	BB:1-8
DBE List of Submittals	BB:9
DBE Utilization Declaration	Attachment 1 Page 1 of 1
Bidder's Registration Form	Attachment 2 Page 1 of 1
Potential Subcontractors Form	Attachment 3 Page 1 of 1
DBE Utilization Report	Attachment 4 Page 1 of 1
Letter of Intent	Attachment 5 Page 1 of 1
Summary of Good Faith Effort Documentation	Attachment 6 Page 1 of 1
Contact Report Form	Attachment 7 Page 1of 2
Monthly Summary of DBE Participation	Attachment 8 Page 1 of 2
49 CFR Part 23 and 26, Participation by DBE in DOT Programs	Attachment 9 (Pages 5096-5148)

CITY OF KENAI DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Contract Specifications

DESCRIPTION

Policy

The City of Kenai has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), *49 CFR Part 26*. The City of Kenai is committed to increasing the opportunity for Disadvantaged Business Enterprises (DBE's) to participate in the performance of contracts where participation is a requirement of the state and federal funding sources.

CONTRACTOR'S OBLIGATION

The Contractor agrees to ensure that DBE's as defined in **49 CFR Part 26**, have the increased opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with state or 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 DBE's have the increased opportunity to compete for and perform contracts.

Each contract the City of Kenai signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following clauses:

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.

Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than eight (8) days from the receipt of each payment the prime contractor receives from the City of Kenai. The prime contractor agrees further to return retainage payments to each subcontractor within eight (8) 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 City of Kenai. This clause applies both to DBE and non-DBE subcontractors.

Compliance

All bidders who fail to meet the DBE goal and fail to demonstrate good faith efforts shall not be eligible to be awarded the contract. Contractors or subcontractors for this Federal Aviation Administration assisted contract are hereby notified that failure to carry out the DBE obligations shall constitute a breach of contract which may result in termination of the contract, or such other remedy found appropriate by the City.

The City of Kenai will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that 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.l09. The City will also consider similar action under our own legal authorities, including responsibility determinations in future contracts.

GENERAL

Use of Certified Firms

A DBE must be certified by the City of Kenai or the State Alaska Department of Transportation before credit may be allowed toward the DBE goal. Directories and updated information regarding certified firms may be obtained from the Airport Manager's Office, Kenai Municipal Airport, 305 N. Willow, Suite 200, Kenai, AK, 99611, (907-283-7951) or online through the State of Alaska at http://www.dot.state.ak.us.

A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibilities by actually performing, managing and supervising work.

A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. Credit is limited to the percent of the DBE's joint venture participation.

Good Faith Efforts

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 City of Kenai 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 has not been established for this contract. The bidder/offeror shall make good faith efforts, as defined in 49 CFR Part 26 (Attachment 9), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror shall be required to submit the following information **prior to a commitment by the City of Kenai to award the contract** to the apparent successful competitor, as a condition of responsibility.

- The names and addresses of DBE firms that will participate in the contract.
- 2. A description of the work that each DBE will perform.
- 3. The dollar amount of the participation of each DBE firm participation
- The written and signed documentation (*DBE Utilization Report* - Attachment 4) of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- 5. Written and signed confirmation (*Letter of Intent* Attachment 5) from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- 6. If the contract goal is not met, evidence of good faith efforts (Summary of Good Faith Effort Documentation Attachment 6 and Contact Report Form Attachment 7).

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies fewer than **49** *CFR Sections 26.55 or 26.53 (g)* both of which are included in Attachment 9.

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 by either meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in **49 CFR Part 26**.

The Project Director will be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith effort to be regarded as responsible.

The City will, as a minimum, use the following criteria to judge if the bidder who has not met the contract goals demonstrated sufficient good faith efforts:

- Soliciting through all reasonable and available means (e.g. attendance at a pre-bid meeting, if any, 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;
- 2. 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;
- 3. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
- 4. Efforts to negotiate with DBEs for specific sub bids including a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs that were contacted
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 - (c) A statement of why additional agreements with DBEs were not reached:
- 5. Concerning each DBE the bidder contacted but rejected as unqualified, the reasons for the bidder's conclusion.
- 6. Effort made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the City of Kenai.

The **Summary of Good Faith Efforts** (Attachment 6) and the **Contact Report Form** (Attachment 7) may be used for documenting contacts and summarizing good faith efforts. We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

PARTICIPATION GOAL

A Disadvantaged Business Enterprise Goal has been established as follows:

No goal established for this project.

Measurement of attainment of these goals will be based on the actual amount of money received by the DBE for commercially useful work on this project.

DETERMINATION OF COMPLIANCE

Phase 1 – Bid and Award

All bidders/offerors shall submit the following completed forms with the bid:

- Disadvantaged Business Enterprise Utilization Declaration
 (Attachment 1). Bids submitted without this form attached will be considered non-responsive.
- 2. **Bidder's Registration Form** (Attachment 2). Required of all prime bidders with the bid.
- 3. *List of Potential Subcontractors* (Attachment 3). Required of all prime bidders with the bid.

In addition to bid submission requirements, the successful bidder must demonstrate DBE responsibility **prior to award** of this contract by:

- 1. Submitting a copy of the **DBE Utilization Report** (Attachment 4) listing the certified DBE's to be used to meet the goals.
- 2. Submitting a *Letter of Intent* (Attachment 5) from each **DBE** subcontractor.
- 3. Submitting a *Bidder's Registration Form* (Attachment 2) for each subcontractor (DBE and non-DBE) working on the project.
- 4. If the form contains less DBE participation than is required to meet the goal, documentation of good faith efforts in the form of the **Summary of Good Faith Effort Documentation** (Attachment 6) must be submitted. A **Contact Report Form** (Attachment 7) may be used for documenting contacts and summarizing good faith efforts.

If the contract goal is not met, failure to document sufficient good faith effort will result in bidder's disqualification for award.

Administrative reconsideration

Within 15 days of being informed by the City of Kenai, 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 for the appointment or designation of a reconsideration official:

City Manager 210 Fidalgo Avenue Kenai, AK, 99611 Tel: 283-8222

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document 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. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the 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 Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract

We 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. We will require the prime contractor to notify the DBE Liaison Officer immediately in writing of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we 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.

The City of Kenai will require a prime contractor obtain prior written consent before terminating for convenience a DBE subcontractor and then performing the work of the terminated subcontractor with its own forces or through an affiliate.

If unable to replace with a DBE, the contractor will give full documentation to the City of Kenai (as required above and prior to completing the original DBE area of work) as to efforts made to obtain replacement of DBE participation. After review by the City of Kenai the award may be continued or terminated at the option of the City.

Phase II - Construction

Prior to construction, the contractor shall submit, in writing, the designation of a DBE officer.

The work items and creditable dollar amounts shown for a DBE firm on the **DBE Utilization Report** (Attachment 4) must be included in any subcontract with that firm, or prior written approval for replacement of the DBE participation must have been granted, before the City can approve substitution of the subcontract.

If the prime contract was awarded on the basis of sufficient "good faith effort," any subcontract containing items for which good faith effort documentation was not provided prior to award will be subject to the following requirement:

If the subcontract is with a non-DBE, the contractor must make at least one contact and submit documentation prior to subcontract approval.

Written proof of commitments (i.e, purchase orders or sales receipts) with DBE suppliers and manufacturers **must be submitted to the City of Kenai**.

INFORMATION COLLECTION AND REPORTING

Bidders List

The City of Kenai will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on FAA-assisted contracts. For every firm, the following information must be included:

- (1) Firm name;
- (2) Firm address;
- (3) Firm's status as a DBE or non-DBE:
- (4) The age of the firm; and
- (5) The annual gross receipts of the firm.

A **Bidder's Registration Form** (Attachment 2) will be included in each solicitation packet. All bidding **Prime Contractors**, **DBE and non-DBE**, must complete this form and **return it with the bid**. The successful **Prime Contractor** must submit **Bidder Registration Forms** for all subcontractors, DBE and non-DBE, who attempted to bid or quote on the contract **prior to bid award**.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. The Prime Contractor will produce and make these records available for inspection if

asked by the City of Kenai or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The prime contractor is required to submit a *Monthly Summary of DBE Participation* (Attachment 8) documenting the amount paid and total payment to date of actual payments to DBE firms for work committed to the prime contractor for the term of the contract. *This is required even if zero dollars (\$0) are paid that month.*

DBE participation will be counted towards the goal in accordance with 49 CFR Part 26, Section 26.55.

We may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the **DBE Utilization Report**.

City of Kenai DBE LIST OF SUBMITTALS

DBE Certification with City of Kenai or State of Alaska

Contact Airport Manager's Office. Certification may take up to 90 days.

Advertisement for Bid

Bid Opening

Bidder's Submittals

DBE Declaration, Bidder, Attachment 1

Bidder's Registration Form, Contractors & Subcontractors, Attachment 2

Potential Subcontractors Form, Attachment 3

Prior to Bid Award

DBE Utilization Report, Bidder, Attachment 4
Letter of Intent, Prime Contractor or Subcontractors, Attachment 5
Summary of Good Faith, Bidder, Attachment 6 (if needed)
Contact Report Form, Bidder, Attachment 7 (if needed)
Bidder's Registration Form, Subcontractors, Attachment 2

Bid Award

Council Resolution and Purchase Order Notice of Award

Contract

Contract Forms (Due within 10 calendar days of Notice of Award) Sign Contract

Notice to Proceed

Construction

Designation of a DBE Officer, Contractor submits in writing

Monthly DBE Reports

Monthly Summary of DBE Participation, Prime Contractor, Attachment 8

ATTACHMENT 1 – BIDDER SUBMITS WITH BID PROPOSAL

CITY OF KENAI DISADVANTAGED BUSINES ENTERPRISE (DBE) UTILIZATION DECLARATION

Project Name: _	
Project Number: _	
of his proposal, this of This declaration shall and submit this decla	ard of this contract, the bidder must execute and submit, as a part declaration relating to Disadvantaged Business Enterprise (DBE). be deemed a part of the contract. Therefore, failure to complete ration or the inclusion of a false certification shall be considered as bosal is non-responsive.
<u> </u>	der/offeror has satisfied the requirements of the bid specification in (please check the appropriate space):
The bidder/offe this contract.	ror is committed to a minimum of percent DBE utilization on
to a minimum of	ror (if unable to meet the DBE goal of percent) is committed of percent DBE utilization on this contract and submits demonstrating good faith efforts.
Name of bidder/offero	or's firm
	By:
	T:Ho.

ATTACHMENT 2- PRIME CONTRACTORS MUST SUBMIT WITH THE BID; SUBCONTRACTORS MUST SUBMIT PRIOR TO BID AWARD.



DBE PROGRAM



210 Fidalgo Avenue, Suite 200 Kenai, AK 99611 305 N. Willow, Suite 200 Kenai, AK 99611

BIDDER'S REGISTRATION FORM

PROJECT NAME	NUMBER
In accordance with Section 26.11 of 49 CFR Part 2 on prime contracts and bidding or quoting subcont this form to be registered with the City of Kenai. I 283-7951.	racts on DOT-assisted contracts must complete
Name of Firm:	
Street Address:	
Mailing Address:	
	Zip Code:
Telephone Number:	Fax Number:
E-mail Address:	
Date Firm was established:	
The firm listed above is a (check all that apply):	
Is this firm a prime contractor? Is this firm a subcontractor? Is this firm a service provider? Is this firm a material supplier? Is this firm a manufacturer? Is this firm a certified DBE*? Is this firm a SBE? Yes Yes	No No Identify Specialty No Identify Service No Identify Material No Identify Product No *Disadvantaged Business Enterprise No *Small Business Enterprise (Complete page 2 of this form)
Firm's gross annual receipts: <\$500,000 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999 \$5,000,000 - \$9,999,999 \$10,000,000 - \$16,999,999 \$17,000,000	

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City of Kenai - DBE Program POTENTIAL SUBCONTRACTORS

PROJECT NAME			NUMBER		
Nan	ne of bidder/offeror'	s firm:			
Add	ress:				
City:	:	State:	Zip:	Telephone:	
bidd who	lers list containing inf	ormation about DBE y's federally-assisted	and non-DBE o	to create and maintain a ontractors and subcontractor e purpose of a bidders list is overall goals.	
subc succe prior	ontractors your firm r	nay use. This is not a Registration Forms w	a binding list. S vill be required	of probable or potential Should your firm be the I from each subcontractor	
1.	Name	Addres	S	Telephone	
2.	Name	Addres	s	Telephone	
3.	Name	Addres	S	Telephone	
4.	Name	Addres	s	 Telephone	
5.	Name	Addres	s	Telephone	
6.	Name	Addres	s	 Telephone	
7.	Name	Addres	s	Telephone	
8.	Name	Addres	s	Telephone	
9.	Name	Addres	s	 Telephone	

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City of Kenai - DBE Program DBE UTILIZATION REPORT

PROJECT NAME								
All bidders/offerors will be required to submit the following information to the City of Kenai, <u>prior to the award of the contract</u> .								
The undersigned bidder/offeror has satisfied the requirements of the bid specification not the following manner (please circle the choice):								
•	• •		e project. If it has not good faith efforts (is)	•				
2. Below	are the certified DB	E's to be used	in meeting the DBE go	oal:				
FIRM NAME	ADDRESS	*ROLE	DESCRIPTION OF WORK	\$\$ AMOUNT OF PARTICIPATION				
*Role = Prime Cont	ractor (P), Joint Venture	(JV), Subcontrac	ctor (Sub), Supplier (Spl)	or Manufacturer (M)				
		Total \$\$ Amoun	t of Participation	\$				
		Total Co	ontract Bid Amount	\$				
	!	DBE Participation	n as % of Total Contract	\$				
			DBE Project Goal	\$				
If accepted for " of DBE participat	~	this amount k	pecomes the required	l minimum level				
Company Name		Principal's Sig	gnature & Title	Date				
State Registratio	n No.							

MILIAADED

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City of Kenai — DBE Program LETTER OF INTENT

PROJECT NAME			NUMBER
Name of bidder/offero	r's firm:		
Address:			
City:	State:	Zip:	Telephone:
Name of DBE firm:			
Address:			
City:	State:	Zip:	Telephone:
Description of work to	be performed by D	BE firm:	
			ed DBE firm for the work
Affirmation			
The above-named DBE estimated dollar value		ill perform the p	ortion of the contract for the
Ву			Date
Signature & Title (DB	E firm)		
If the bidder/offeror do representations in this			
(Each DBE subcontractor	must submit to the F	rime)	

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City Of Kenai – DBE Program SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

NUMBER _____

PROJECT NAME _____

MATERIAL OR SPECIFIC ITEM OF WORK	ADS	DIRECT CONTRACT	MAIL CONTACT	REASON(S) WHY DBE NOT USED
Comments:				

- 1. Complete a DBE Contract Report for each item for which a direct contact was made.
- 2. Submit a copy of letters mailed. (If same letter sent to several firms, one copy and a list of addresses is acceptable).
- Submit proof of advertisement. (Advertisement is not acceptable as the only type of contact if firms can be identified through the City of Kenai directories or City of Kenai Staff.

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City of Kenai -DBE Program CONTACT REPORT FORM

PF	ROJECT NAME NUMBER
Sp	ecific Work or Materials:
 *IN	NSTRUCTIONS FOR SECTIONS A – D ON BACK
	INITIAL CONTACT:
1.	Date: Method: Phone Mail Fax Other
2.	Name & Title of Person Contacted:
3.	DBE's Response:
	Date: Method: Phone Mail Fax Other
	Submitted an acceptable sub-bid. (If sub-bid accepted Skip to Section D)
	Not interested (indicate reason)
	Needs more information. Date Prime requested information:
	Will provide quote by:
	Sub-bid was unacceptable (complete Section C).
В.	FOLLOW-UP:
1.	Date: Method: Phone Mail Fax Other
2.	Name & Title of Person Contacted:
3.	DBE's Response:
	Date: Method: Phone Mail Fax Other
	Submitted an acceptable sub-bid. (If sub-bid accepted skip to Section D)
	Received unacceptable sub-bid. (Complete Section C).
	Other (explain):
C.	EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:
1.	Were the following required efforts made?
	Yes No Identified the specific work, products, materials in the quote(s)
	Yes No Offered assistance in acquiring necessary bonding and insurance

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C. (Continued)	
Yes No Provided all necessary information for the work items or mo	aterials
2. Was the DBE's quote non-competitive (i.e. more than 10% higher than the accepte	d quote)?
☐ Yes ☐ No	
3. Was the DBE unable to perform in some capacity?	
D. CERTIFICATION:	
I certify that the information provided above is accurate and that efforts to sol made in good faith.	licit sub-bids were
Signature of Company Representative Title	Date
Name & Title of City Reviewer	Date

*INSTRUCTIONS FOR SECTIONS A - D:

A. INTITIAL CONTACT (Must be made at least 10 days prior to bid opening)

- Date & method of initial contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a message does not constitute a contact. Attach a copy of dated letter or fax.
- 2. Name & Title of Person Contacted: Name & title of company representative with whom you corresponded or discussed a sub-bid.
- DBE's Response: Indicate one or more of the responses listed. If a firm bid was received & accepted, skip to Section D.
- **B. FOLLOW UP CONTACT** If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a sub-bid or to conclude discussions with a sub-bid submittal.
 - Date & method of follow-up contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a message does not constitute a contact. Attach a coy of dated letter or fax.
 - 2. Name & Title of Person Contacted: Name & title of company representative with whom you corresponded or discussed a sub-bid.
 - 3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received & accepted, skip to Section D.

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID

- 1. A **No** response to items la., b., or c. will result in rejection of this contact. Be specific on results of discussions
- 2. A YES answer to item 2. is grounds for rejecting a DBE sub-bid.
- 3. A YES answer to item 3. is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

D. CERTIFICATION

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for debarment action under AS 36.30.640(4).

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City of Kenai - DBE Program MONTHLY SUMMARY OF DBE PARTICIPATION

(TO BE COMPLETED BY PRIME CONTRACTOR)

PROJECT NAME & NUMBER		MO/YR		
	Prime is a DBE?	Yes No		
SUBCONT	TRACTORS			
WORK PERFORMED	AMOUNT PAID	TOTAL PAYMENT TO DATE		
SUBTOTAL	\$			
MANUFA	ACTURERS			
PRODUCT MANUFACTURED	AMOUNT PAID	TOTAL PAYMENT TO DATE		
SUBTOTAL	\$			
	SUBCONT WORK PERFORMED SUBTOTAL MANUFA PRODUCT MANUFACTURED	SUBCONTRACTORS WORK PERFORMED AMOUNT PAID SUBTOTAL \$ MANUFACTURERS PRODUCT AMOUNT PAID MANUFACTURED		

(Continued on back)

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BROKERS

FIRM NAME	PRODUCT SERVICE BROKERED	AMOUNT PAID	TOTAL PAYMENT TO DATE
	SUBTOTAL	\$	

REGULAR DEALERS

FIRM NAME	MATERIALS SUPPLIED	AMOUNT PAID	TOTAL PAYMENT TO DATE
	SUBTOTAL	\$	
	60% of SUBTOTAL	\$	

DBE participation will be counted towards goals in accordance with Section 26.55 of 49 CFR Part 23 & 26.

I certify that all information in this Summary of DBE Participation is true and complete.

Signature & Title of Company Representative	Date	
The above information has been verified by:		
Signature & Employee Title	Date	

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EXHIBIT D

CONSTRUCTION SAFETY AND PHASING PLAN NARRATIVE

2020 Kenai Municipal Airport

Sand Storage Building

Construction Safety and Phasing Plan



Prepared On Behalf of the Sponsor:

Kenai Municipal Airport

Prepared by:

ENGINEERING
Consultants LLC

3335 Arctic Boulevard
Anchorage, Alaska 99503

July 2020

INTRODUCTION

This Construction Safety and Phasing Plan (CSPP) is for use during the Kenai Municipal Airport Sand Storage Building project in Kenai, Alaska. It has been prepared in conformance with the FAA Standard of Practice 1.00 (SOP 1.00), and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2G Operational Safety on Airports During Construction (Safety AC). The Safety AC may be downloaded from:

http://www.faa.gov/airports/resources/advisory circulars/

The purpose of this CSPP is to present information needed for construction in an effort to maintain airport safety, minimize disruption to the operations of air and ground traffic, and to allow the project to be completed quickly. The designated work area for this project is located by the apron, between the Division of Forestry Buildings and the Airport Operations/Aircraft Rescue and Fire Fighting Buildings. The Contractor shall control his operations and the operations of his subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in areas that are not under construction.

This CSPP provides information on some of the coordination, limitations, and restrictions that will be required to accomplish this project. Some details have been left for the Contractor to provide, so that they may accomplish the work according to their own means and methods, as much as practical. The Contractor's plans to complete the work are subject to approval by the Engineer, and will require coordination and review by the Airport Manager, Federal Aviation Administration (FAA), and possibly other organizations or individuals. The Contractor is required to submit a Safety Plan Compliance Document (SPCD) to the Project Engineer (Engineer) describing how they will perform the work in compliance with this CSPP and the requirements set forth in FAA AC 150/5370-2G. The Contractor's work schedule (including a critical path method schedule) shall be included in Section 2 *Phasing* of the SPCD. See the Safety AC for more information. The SPCD must be submitted to the Engineer for approval prior to the commencement of any construction activities and prior to the preconstruction conference.

The Safety AC mandates the format and content of the CSPP and SPCD. All references to construction safety plans, security plans, and construction phasing or staging plans in the Project Manual refer to this CSPP and the Contractor's approved SPCD.

The FAA requires the CSPP and the SPCD to be "stand-alone" documents that can be circulated to the relevant sections of the FAA for review and approval. The CSPP and SPCD are both enforceable parts of the contract documents.

The Safety Plan sheets and Construction Phasing Plan sheets within the project plans are referred to in the CSPP and SPCD as the Construction Safety and Phasing Plan Drawings. The FAA requires that the CSPP include those plans as an appendix. The Contractor can find these sheets within the project plans.

i

Construction Safety and P	hasing Plan
	July 2020

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APPENDICES

Appendix A: Construction Phasing and Safety Plan Drawings as Shown in the Plan Set

LIST OF ACRONYMS

AC Advisory Circular
AGL Above Ground Level
AOA Airport Operating Area
ARC Airport Reference Code

ARFF Airport Rescue and Fire Fighting

ATO Air Traffic Organization

AWOS Automated Weather Observation Station

CSPP Construction Safety Phasing Plan
CTAF Common Traffic Advisory Frequencies

DOD Department of Defense ENA Kenai Municipal Airport

Engineer Project Engineer

FAA Federal Aviation Administration

FATO Final Approach and Takeoff Area (for heliports)

FCC Federal Communications Commission

FOD Foreign Object Debris

HAZMAT Hazardous Materials Management
HDL HDL Engineering Consultants, LLC
HMCP Hazardous Materials Control Plan
MSDS Material Safety Data Sheets

NAVAID Navigational Aids
NOTAMS Notices to Airmen
OFZ Obstacle Free Zone

OSHA Occupational Safety and Health Administration

P&R Planning and Requirements

RSA Runway Safety Area
ROFA Runway Object Free Area

SPCD Safety Plan Compliance Document SWPPP Storm Water Pollution Prevention Plan

TSA Taxiway Safety Area
TOFA Taxiway Object Free Area
VASI Visual Approach Slope Indicator

Section 1. Coordination

The Airport Manager holds the primary responsibility for virtually all aspects of the airport's operation, safety, and security. The Contractor's point of contact with the Airport Manager is through the Engineer. The Airport Manager will provide the Contractor and subcontractors training for proper access, airport security, radio communication, vehicle operation, and any safety procedures or precautions. Prior to preparing the Safety Plan Compliance Document (SPCD) and the Construction Safety and Phasing Plan (CSPP), the Contractor shall coordinate with the Engineer to schedule the first meeting with the Airport Manager. The above-mentioned training will usually occur after the preconstruction conference, but always before any work begins on airport property.

Coordination Through the Engineer: Whenever the project documents call for coordination, notification, contact, or other interaction with FAA; airport management; maintenance and operations; Airport Rescue and Fire Fighting (ARFF) personnel; airport tenants; airport users; any local, state, or federal agency, group, or association; or the general public, such activity shall be done through, in the presence of, or with the written approval of the Engineer. The Contractor shall allow sufficient time for coordination and approvals within proposed work schedules.

The Contractor shall plan work activities ahead of when they are needed to be performed. The Airport Manager cannot accommodate last minute requests to allow access or close portions of the active Airport Operating Area (AOA) except in emergencies. The inability of the Airport Manager, or other entities, to meet these requests shall not constitute a delay to the Contractor's work effort or entitlement to further compensation.

The following are required lead times for coordination with certain groups:

Entity/Group/Agency/Organization	Lead Time For Coordination
FAA – if SPCD significantly changes this CSPP*	45 days
Airport Operations**	14 days
Airport Tenants/Users/Leaseholders***	
 1st Notice Describing Planned Construction Impacts 	45 days
 2nd Notice Detailing Temporary Gate Access, Detour, and Utility Or 	utages 14 days
 3rd Notice Notifying of Temporary Gate Access, Detour, and Utility 	Outages Same Day

^{*} Other Notifications to FAA requiring different lead times are shown in Section 9e below.

Predesign, Pre-Bid, and Pre-Construction conferences will be conducted by the Project Engineer in accordance with AC 150/5370-12.

^{**} Any issue involving airport safety or security, and all emergencies or accidents require immediate notification.

^{***} The 1st and 2nd notices shall be provided via mail, e-mail, and phone. The 3^{rd} notice shall be via e-mail and phone. The 1^{st} notice shall establish a point-of-contact for tenants to call with questions and scheduling concerns. Contractor shall expect continuous coordination will be required with tenants during road closure for installation of the water service.

Throughout the design of the project, airport operational safety was considered. Airport operators and/or tenants impacted during construction have been, or will be, given the opportunity to provide comments and pose questions throughout the design process. Airport operational safety will also be addressed at the Pre-Bid and Pre-Construction conferences to introduce the issues specific to the construction of the Project.

A. Preconstruction Meeting

A pre-construction meeting will be held prior to issuance of the Notice to Proceed. Attendance will be required for the Engineer, a Kenai Municipal Airport representative, Kenai Air Traffic Control Tower representative, construction observation staff, project Superintendent and Foreman of prime Contractor, and project Foreman for each subcontractor. The Contractor's SPCD and this CSPP will be reviewed during this meeting.

B. Contractor Progress Meetings

Contractor shall administer and hold weekly progress meetings with the Engineer at the time and place agreed to at the Pre-Construction conference. Ongoing coordination will be addressed at the weekly meetings, which will include the Project Engineer, the Contractor, and possibly representatives from the following groups/agencies/organizations:

- Kenai Municipal Airport (ENA)
- Kenai Air Traffic Control Tower representative
- Local FAA Maintenance and Operations
- ENA Maintenance
- Airport Leaseholders

These meetings will include discussion of specific safety issues associated with work planned for the upcoming week and will address potential impacts to airport operations. Airport safety and security shall be a standing agenda item for the meetings. The Contractor shall: (1) keep all parties informed of status and changes of airport surfaces in relation to aircraft and ground traffic, (2) provide detailed drawings indicating routes for aircraft and ground traffic movement, areas closed for construction, and (3) provide updated drawings as required.

To ensure that proper airport operational safety guidelines are adhered to throughout construction activities, the Contractor, Engineer, and Airport Manager will perform onsite inspections. Any deficiencies noted during these inspections, whether caused by negligence, oversight, or project scope change, shall be immediately remediated.

C. Scope or Schedule Changes

Changes in the scope and/or duration of the project may necessitate revisions to this CSPP. The FAA Airports Regional or District office shall be promptly notified of any proposed changes to this CSPP. The scope and schedule changes must be approved in writing by the Engineer. Changes to either scope or

schedule may require additional coordination with ENA; airport stakeholders; other local, state, or federal agencies; or the public. Do not begin work that will result in a change in scope or schedule without coordinating with the Engineer, and obtaining written approval.

D. FAA Air Traffic Organization (ATO) Coordination

Before commencing construction, coordination with the appropriate FAA Air Traffic Organization (ATO), Kenai Municipal Airport Air Traffic Control Tower (ATCT), and Kenai Flight Service Station (AFSS) is required to evaluate the effects of construction activity. The Contractor shall provide all required support, including meeting attendance, scheduling, and project documentation required to conduct this coordination.

All coordination with the FAA ATO and ATCT will be conducted through the Engineer. Coordination with FAA ATO will be required 45 days prior to the start of construction. The Contractor shall request notification to the FAA's ATO Planning and Requirements (P&R) Service Area office a minimum of 45 days prior to the "physical construction start date" for this project. The Contractor shall submit FAA Form entitled *Airport Sponsor Strategic Event Submission* to the Engineer including all date, time, and/or duration changes. The Engineer will submit the completed form to the FAA via email to 9-AJV-SEC-WSA@faa.gov.

Contractor participation in a Safety Risk Management (SRM) meeting with ATCT should be anticipated. This is a full day meeting where the possible safety risks and mitigation measures are discussed and evaluated with all parties. The meeting will be coordinated by the Engineer and the Contractor shall attend at no additional cost to the Owner.

Section 2. Phasing

A. Phasing Elements

This project consists of site clearing, excavation, utility relocation and connections, construction of structural sections, installation of fencing and access gates, site paving, and construction of a building for sand storage. Refer to the Construction Phasing and Safety Plan drawings for graphical depictions of work area, Contractor's staging area, and access gates to be utilized for access to the project site.

B. Construction Phasing and Safety Plan Drawings

Construction Phasing and Safety Plan Drawings are included in the construction plans and are provided under Appendix A of this document. The drawings are available through the Engineer in Autodesk format (*.dwg) files, and as Adobe (*.pdf) format. If needed, the Contractor shall modify these drawings to fit the proposed means and methods to complete the project. The Contractor will submit the CSPP drawings and any revisions, along with a work schedule and SPCD for approval prior to the Pre-Construction conference.

Requirements and details for the SPCD can be found in Advisory Circular (AC) 150/5370-2G *Operational Safety on Airports During Construction*. The latest edition of this AC and most others can be obtained free of charge from the FAA on the internet at http://www.faa.gov/airports/resources/advisorv circulars/.

This CSPP is also available through the Engineer in either Microsoft Word (*.docx) or Adobe (*.pdf) formats.

Section 3. Areas and Operations Affected by the Construction Activity

A. Identification of Affected Areas

The Airport Reference Code (ARC) category will not change due to construction activities. Known affected areas are shown on the CSPP drawings in the construction plans. If other affected areas become known during the construction process, they must be added to the drawings and submitted to the Engineer for approval. Work in other affected areas is prohibited until the written approval of the revised SPCD and CSPP drawings is received from the Engineer.

1. Apron Area

The work area abuts the apron as shown on the CSPP drawings. A 5-foot wide section of the apron extending the length of the worksite (at the edge of the existing apron) will be closed to allow the new pavement to tie into the existing pavement. The closed area shall be delineated with low profile barricades as identified in the CSPP drawings.

2. Heliport

A heliport is located on the apron adjacent to the work area. Work at the edge of the apron is inside the safety area and transitional surface for the heliport. Work in these areas shall be performed when the Heliport is closed. When the heliport is closed, the landing area shall be marked closed with temporary closure marker (lighted Xs) placed horizontally at the center of the "H". The closure marker shall comply with FAA AC 150/5345-55A specification for L-893, lighted visual aid to indicate temporary runway closure.

The heliport is used by the Division of Forestry for wildland fire fighting. All construction activities within twenty-five (25) feet of the apron edge requires closure of the heliport. No construction equipment or materials can be stored or staged within 25 feet of the apron edge at any time during construction. Contractor shall coordinate closure with the Engineer at least 72 hours prior to closure to allow for issuance of Notice to Airmen (NOTAM) and coordination with the Division of Forestry.

3. North Willow Street

North Willow Street will be used to access the work area and for all transportation between the Contractor staging area and work area. The haul route from the Contractor staging area to the work area is identified on the CSPP drawings.

The new sand storage building will have a 1-inch water service connecting to the water main on North Willow Street. The Contractor will be allowed one closure on North Willow Street as described in Section 3.A.4 below. Public access off North Willow Street will be maintained at all times. The Contractor shall provide a traffic control plan, with detour routes, for approval by the Engineer along with the SPCD.

The Contractor must ensure that equipment, materials, and construction crew remain in areas indicated for staging or hauling.

4. Interruption of Utilities, Including Water Supplies for Firefighting

This project includes installing a water main to the new sand storage building from the existing water main on North Willow Street. The Contractor will be allowed one (1) 5-day closure of North Willow Street for connection to the existing water main. The connection shall be coordinated with City of Kenai to ensure that there is no disruption of the existing water main resulting from the installation of the new water service.

Sections of telephone, cable, fiber optic, and gas utilities will also be impacted by construction. Contractor shall provide temporary utilities to those effected by utility relocations. Airport Tenants/Users/Leaseholders affected by the utility outages shall be notified in accordance with the required lead times as identified in Section 1 above, prior to the service interruption. Two service interruptions, each event not to exceed 2 hours in duration, shall be allowed per each utility for changeovers associated with temporary connections, except that Contractor shall provide uninterrupted utilities, to include water and power, to the Alaska Department of Natural Resources, Division of Forestry facilities to meet the needs of firefighting operations.

5. Approach/Departure Surfaces Affected by Heights of Objects

The approach/departure surfaces for the runways and nearby heliport will not be affected while work is performed in the Work Area. The heliport transitional surface begins at the edge of the Final Approach and Takeoff area (FATO) and rises at a slope of 2:1.

The heliport shall be closed when equipment or materials penetrate the heliport transitional surface as shown on the CSPP drawings. The Contractor shall submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to obtain airspace clearance for construction equipment used for completion of the work. Contractor shall prepare a crane work plan that identifies the location of crane, height of crane, crane reach, and duration of construction operations. This plan shall be submitted to FAA for review through the FAA web portal oeaaa.faa.gov. The crane shall be equipped with the appropriate airspace hazard markings and when not in use, the boom shall be lowered to its lowest possible height.

No equipment is allowed to penetrate the heliport transitional surface and no work will be allowed within the limited access area adjacent to the apron when the heliport is open. The heliport shall be closed while work is performed within the limited access area and when equipment penetrates the transitional surface, as further described in Section 16.H.

The heliport adjacent to the site is used by the Alaska Department of Natural Resources, Division of Forestry for firefighting activities. The Contractor shall remove closure materials and open the heliport for operation within 15 minutes of notification to facilitate the needs of firefighting operations. Contractor shall accommodate increased activity in the area as necessary for firefighting operations.

6. Staging Areas, and Haul Routes Near Airport Operation Areas (AOAs)

The Airport Operations Area is the area on the airport which is primarily used or intended to be used for landing, takeoff, or surface maneuvering of aircraft, and related activities. This area is consists of runways, taxiways and aprons. There is one staging area identified on the CSPP Drawings on Kenai Municipal Airport that is outside the AOA and movement area. The Contractor can use the work area for staging, except that no staging of equipment or materials is allowed within the limited access area. It is advised that the Contractor investigate the available staging area. If it proves unsatisfactory, the Contractor will need to secure an off property staging area for their operations. Hauling across active AOAs is prohibited unless otherwise noted. All staging areas and haul routes will be kept away from active AOAs.

<u>Aircraft have right of way</u>. All hauling operations, and other ground vehicle traffic must yield to taxiing aircraft.

Other access may be authorized but limited by the operational needs of the airport, and as approved by the Engineer. See Section 7.B below for control of foreign object debris (FOD) during hauling operations.

7. Mitigation of Effects

Closure of the heliport any time equipment penetrates the transitional surface or work is performed in the limited access area as described above in Section 3.A.5. Coordination with airport users through the Engineer must begin at least 45 days prior to the first closure. All construction related activities within, or adjacent to the AOAs will be coordinated with airport users, prior to beginning work.

Section 4. Protection of NAVAIDs

This project does not include work on or near existing NAVAIDs.

Section 5. Contractor Access

This CSPP details those areas to which the Contractor must have access, and how Contractor personnel will access those project work areas. These points of access, along with access routes, will be subject to change as construction of this project progresses. When required, the Engineer will communicate these changes at construction coordination meetings.

A. Location of Stockpiled Construction Materials

Stockpiles are limited to active work areas and the staging area shown the CSPP drawings. Stockpile areas will not be provided outside of these areas. Stockpiles may not be placed within the AOA at any time.

Additional stockpiles that cannot be contained at the available locations provided shall be located at Contractor-supplied staging areas off airport property.

See Section 15 regarding hazard marking for the staging area. See Section 7 regarding provisions preventing staged material from becoming Foreign Object Debris (FOD).

B. Vehicle and Pedestrian Operations

Contractor vehicle and personnel access routes for construction must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The Airport Manager will coordinate requirements for vehicle operations with the Contractor.

<u>Aircraft have right of way.</u> All hauling operations, and other ground vehicle traffic must yield to taxiing aircraft.

All construction vehicles and personnel shall be restricted to the immediate work areas. These areas include the haul routes into the work area and the work area currently under construction.

Haul routes used by the Contractor must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on these clearly designated routes and never stray from the approved paths. Maintenance and upkeep of the haul routes is the responsibility of the Contractor. The Contractor shall provide a proposed haul route plan as part of the SPCD for approval by the Engineer. Upon completion of work, the Contractor shall return roads and haul route surfaces to their prior condition.

At all times aircraft shall have the right-of-way over construction equipment.

All vehicles operating on airport property must be marked with flashing amber/yellow beacons at all times. Beacons must be maintained to standards and in good working condition at all times. Beacons must be located on the uppermost part of the vehicle structure, be visible from any direction, and flash 75 +/-15 flashes per minute. Alternately, orange and white flags may be used during daylight hours, when specifically approved by the Engineer. Flags shall be 3' x 3' with alternating 1' x 1' international orange and white squares. In the event that flags become faded, they shall be immediately replaced by the Contractor.

There are no waste or refuse disposal sites located on the airport. All material shall be removed by the Contractor and disposed of off airport property unless otherwise directed by the Project Engineer.

The Contractor must perform all service on construction vehicles and equipment offsite or within the limits of the work area. Parked construction vehicles and equipment must be within the active work areas or off airport property.

C. Authorization to Operate Contractor Vehicles

Vehicles are not allowed to operate on active aircraft movement areas (aprons) unless authorized by the Engineer. All vehicles operating on active aircraft movement surfaces (ramps and parking aprons) shall be in good operating condition and free of fluid leaks. The Engineer may refuse to permit access or direct the removal of any vehicles not meeting these requirements.

When the Contractor is working, the Contractor's Safety Manager shall continuously monitor and communicate with the Kenai Municipal Airport Air Traffic Control Tower (ENA ATCT), on Frequency 118.75 – Kenai Ground, to assure safety of aircraft and construction personnel during ATCT hours of operation. Communications shall be with an aviation frequency radio.

The Safety Manager shall continuously monitor all construction activities and communicate with all project personnel using VHF frequency radios to assure the safety of project personnel. All project personnel, including surveyors, shall be equipped with an operational VHF radio on the same frequency as the Safety Manager. The Contractor shall provide one vehicle equipped with two operational radio systems. One radio system shall be an aviation radio capable of receiving and transmitting on all ENA ATCT frequencies and a second VHF radio system shall be capable of positive and continuous communication with all Contractor and Subcontractor personnel present on the Project site. The Contractor shall prepare and implement a plan that provides positive and continuous VHF radio communication between the Safety Manager and Contractor and Subcontractor personnel and equipment on the airport.

Outside the ATCT hours of operation, the Safety Manager shall be required to monitor Common Traffic Advisory Frequencies (CTAF) 121.3 at all times to be aware of air traffic. If radio communication is disabled, the Contractor shall vacate the AOA and contact the Engineer immediately for further instructions

In accordance with established Kenai Municipal Airport Ground Vehicle Operations Training Manual, a mandatory driver's safety training course shall be completed by all personnel working within the Air Operations Area. The work area is not inside the AOA, and closure of the heliport when work is performed in the limited access area separates the work area from all active AOA. However, the mandatory driver's safety training course shall be completed by the Contractors Site Superintendent and Safety Officer to enhance safety, raise security awareness of airport users, and familiarize them with practices and requirements during operations. The Kenai Municipal Airport will issue warnings and may demand removal of drivers and construction personnel that are in violation of their Ground Vehicle Operation procedures.

A copy of the Kenai Municipal Airport Ground Vehicle Operations Training Manual can be accessed through the Airport Manager. Contractor shall coordinate Ground Vehicle Operations Training with Airport Management. Training must be completed prior to accessing the Air Operations Area.

The Contractor shall be responsible for maintaining completion certificates for the Contractors Site Superintendent and Safety Officer who access the Air Operations Area throughout the duration of the project, and shall include copies of the completion certificates with the submittal of the Safety Plan

Compliance Document. All Contractor vehicle operators must present a valid Driver's License to the Airport Manager to receive authorization to operate a vehicle on airport property.

Vehicle operators on airports face conditions that are not normally encountered during highway driving. Therefore, construction equipment shall remain within the designated work areas at all times. Persons who have vehicular access to the ramp or movement areas of the airport must have an appropriate level of knowledge of airport rules and regulations. Any person expected to operate on the movement area must demonstrate a functional knowledge of the English language.

D. Area of Authorization

Contractor personnel and vehicles are only authorized in the areas where contract work is being performed and on the designated access routes to and from that area.

E. Construction Employee Parking Areas

In addition to information included elsewhere in the CSPP, the following provisions apply:

- Coordinate vehicle-parking areas for Contractor employees with the Engineer and designate parking areas in advance to prevent damage to airport or private property and prevent unsafe conditions.
- Do not park, or operate motorized vehicles on vegetated unimproved surfaces.
- Do not park vehicles within 15 feet of any roadway open to traffic.
- Do not park vehicles within 6 feet of any airport perimeter fencing.

F. Construction Vehicle and Equipment Parking

Contractor staging areas for work on the project are available within the work area and as shown on the plans, subject to the conditions cited in this Section. Before occupying a temporary use/staging area, mark the staging area limits with lath and flagging or other measures and arrange a joint inspection with the Engineer to record the area's original condition. Do not stage motorized equipment on dirt surfaces in the staging area without a drip pan. Equipment not actively employed in the work is to be removed from airport property, or parked within the approved staging area. When the area is no longer needed, arrange a joint inspection with the Engineer to ensure you have returned the area to an acceptable improved condition.

G. Two-Way Radio Communications

The Contractor's Safety Manager, additional safety personnel, and Superintendent shall continuously monitor and communicate with the ATCT on Kenai Ground (frequency 118.75 MHz) while work is performed or flaggers or manual gate operation personnel are onsite. When the control tower is closed, the Safety Manager, additional safety personnel, and Superintendent shall monitor CTAF (Frequency 121.3) at all times.

All persons and equipment working within the airport property shall remain in constant radio contact with the Contractor's Safety Manager using a radio frequency other than the aviation radio band approved for use by the Federal Communications Commission.

H. Airport Security

The Contractor shall maintain security at existing gates and access points as shown in the CSPP Drawings. Construction vehicles and personnel should be clearly identifiable to avoid any misconceptions about their reason for being on airport property.

Section 6. Wildlife Management

Contractor must control and continuously remove waste or loose materials that have the potential to attract wildlife. These items include, but are not limited to:

- Trash Food scraps from construction personnel must be collected and removed on a daily basis.
- Standing water Standing water in construction areas will not be allowed. Provide adequate
 drainage, and erosion and sediment control measures to prevent attracting birds and other
 wildlife.
- Tall grass and seeds Restoration of areas disturbed by the Contractor and areas shown in the Plans is required. Seeding and restoration shall be performed in accordance with the Plans and Specifications. Submit seed mix to the Engineer for approval. The seed mix must not act as a wildlife or bird attractant.
- Poorly maintained fencing and gates Fences or gates that are damaged by construction activities or by Contractor negligence must be repaired at no cost to the City of Kenai. All repairs are subject to the approval of the Engineer. Report gate and fence damage or deficiencies to the Engineer, whether caused by Contractor activities, or otherwise observed.
- Disruption of existing wildlife habitat Disturbance of ground or wildlife habitat beyond the project footprint is prohibited.

The Contractor shall immediately report any sighting of wildlife on airport property to the Engineer who will notify airport operations.

Section 7. Foreign Object Debris (FOD) Management

Special care and measures shall be taken to prevent FOD when working in an airport environment. The Contractor shall be held responsible for implementing an approved FOD Management Plan as a part of the SPCD. The FOD Management Plan will include procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project in or near the AOA shall be free of any debris that could create a FOD hazard. The taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites. Special attention shall be given to securing lightweight construction material. Runways that have been closed for construction activities shall be swept clean of all FOD and approved

by the Engineer prior to opening the surface to aircraft traffic. Contractor will provide their own equipment for vehicle and equipment washing and clean up.

A. Inspections

The Contractor will participate in daily safety and final inspections as required in Section 10 below. Take immediate action as required to clean up and prevent FOD on operational surfaces upon discovery or notification.

B. Hauling

Stay on approved and marked haul routes. Ensure all vehicles that must cross active areas for hauling, including those used to perform inspections, temporary marking maintenance, or other required activities, are swept clean, and checked for loose materials, equipment, tools, or other objects that may become FOD.

The Engineer may suspend work at any time that operational surfaces cannot be adequately cleaned and maintained, including conditions of inclement weather, and improper, inadequate, or non-use of Contractor sweeping and cleaning equipment. No adjustment to contract time will be made, regardless of the cause of such work suspensions.

Section 8. Hazardous Materials (HAZMAT) Management

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop and implement spill prevention and response procedures for vehicle operations.

The Contractor shall develop a Hazardous Materials Control Plan (HMCP) and a Spill Prevention, Control and Countermeasure (SPCC) plan. The Contractor shall designate a Spill Response Field Representative with 24-hour contact information. Designate a Subcontractor Spill Response Coordinator for each subcontractor. The Superintendent and Contractor's Spill Response Field Representative must have 24-hour contact information for each Subcontractor Spill Response Coordinator and the Utility Spill Response Coordinator.

Contractor shall list and give the location and estimated quantities of HAZMAT (including materials or substances listed in 40 Code of Federal Regulations [CFR 117 and 302, and petroleum products]) to be used or stored on the project. HAZMAT must be stored in covered storage areas. Include secondary containment for all HAZMAT storage areas.

Identify the locations where fueling and maintenance activities will take place, describe the activities, and list controls to prevent the accidental spillage of petroleum products and other HAZMAT. Controls include placing absorbent pads or other suitable containment under fill ports while fueling, under equipment during maintenance or repairs, and under leaky equipment.

List the types and approximate quantities of response equipment and cleanup materials available on the project. Include a list and location map of cleanup materials at each different work site and readily available off-site (materials sources, material processing sites, disposal sites, staging areas, etc.). Spill response materials must be stored in sufficient quantity at each work location, appropriate to the hazards associated with that site.

Describe procedures for containment and cleanup of HAZMAT. Describe a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by spills. Describe a plan for dealing with contaminated soil and water encountered during construction. Clean up spills or contaminated surfaces immediately.

Describe methods of disposing of waste petroleum products and other HAZMAT generated by the Project, including routine maintenance. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for HAZMAT disposal.

Describe methods of complying with the requirements of AS 46.04.010-900, Oil Hazardous Substances Pollution Control, and 18 AAC 75. Include contact information for reporting HAZMAT and petroleum product spills to the Engineer and for reporting to federal, state, and local agencies.

Prepare and implement a Spill Prevention, Control and Countermeasure (SPCC) Plan when required by 40 CFR 112; when both of the following conditions are present on the Project:

- Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and
- Total above-ground storage capacity for oil and any petroleum product is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons).

Reference the SPCC Plan in the HMCP and SWPPP. The Contractor shall incorporate these procedures into the SPCD. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site.

Section 9. Notification of Construction Activities

A. Responsible Representatives / Points of Contact

Contractor shall develop a list of contacts consisting of both Contractor personnel and project stakeholders. Although the primary contacts for all matters involving safety and security remain the Airport Manager, Engineer, and Contractor's Superintendent, certain issues may warrant the delegation of response to individuals capable of immediately taking action. These contacts may be required to be available 24 hours a day, as specified to address the following issues:

- For emergencies (dial 9-1-1)
- HAZMAT Spill Response

- Repair of erosion sediment control measures
- FOD cleanup
- Repair of damaged fence, gates, or locks
- Other points of contact, as specified, or as directed by the Engineer

The list shall also contain the contacts below:

Name	Title	Telephone Number
Kenai Fire Department		(907) 283-7666
Kenai Police Department		(907) 283-7879
Kenai Municipal Airport Air	Traffic Control Tower	(907) 283-7245
Kenai Flight Service Station	(AFSS)	(907) 283-7211
National Poison Control Hot	line	(800) 222-1222
Mary Bondurant	Airport Manager	(907) 283-7951

The Contractor shall designate a Superintendent or foreman of the company to act as Safety Manager for this project. The Safety Manager shall have full authority to direct the Contractor's activities including stopping work, to ensure a safe worksite. The Safety Manager shall be involved with all phases of construction including bidding, preconstruction conference, training of personnel, weekly meetings, daily construction status reports, and final inspections. The Safety Manager shall have an understanding of airport airspace, and the local traffic control procedures. The Safety Manager shall be available 24 hours a day during the construction phase to respond to all safety needs. The following information shall be provided:

Safety Manager's Name:					
Title:					
Residence Address:					
Day Telephone:					
Day Fax:					
Evening Telephone:					

The Contractor shall provide not less than two additional persons and phone numbers where they can be reached by the Engineer at any time, day or night. The listed persons shall have access to be capable of installing new batteries, flashers, cones, or other items required to keep the airport marking system operational.

B. Operational Safety Emergencies

In the event of an occurrence that might adversely affect the operational safety of the airport, the Contractor shall contact the Project Engineer, who will advise appropriate action and notify the Airport Manager to issue a NOTAM.

<u>For all non-airport related emergencies Dial 9-1-1.</u> This includes required medical, fire, or police response on or off airport property. Under emergency conditions involving immediate loss of human life, or threat to wellbeing, Contractor personnel may allow access to airport property by uniformed emergency services. Maintain airfield security in all other respects. Notify the Engineer, and the Airport Manager immediately following any 9-1-1 emergency call.

C. Notices to Airmen (NOTAMs)

The Airport Manager, or his designated representative, is the operating authority of the airport and has the sole authority to close a runway or the airport to aircraft operations until, in the opinion of the Airport Manager, the safety hazards no longer exist. The Airport Manager, or his designated representative, has the sole authority to file NOTAMs with the FAA.

The Airport Manager, or her designated representative, will issue any required NOTAMs for the airport. The Contractor shall coordinate the duration, requirements, and cancellations of NOTAMs with the Engineer.

D. Emergency Notification Procedures

In the event of an emergency, the Contractor shall notify the Airport Manager and Engineer. If necessary, the Contractor shall contact emergency services by calling 9-1-1.

In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport Manager that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared among the various parties at the pre-construction meeting. Specific emergency notification procedures shall be incorporated into the Contractor's SPCD.

E. Notification to the FAA

CFR 14 Part 77 requires that any person proposing construction or alteration on an airport must notify the FAA at least 45 days prior to initiating the construction or alteration. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. This notification can be made electronically at: https://oeaaa.faa.gov/oeaaa/external/portal.jsp, or by submitting an FAA Form 7460-1, Notice of Proposed Construction or Alteration to the Alaskan Region FAA, Airports Division, 222 West 7th Ave, #14, Anchorage, AK 99513-7587. Provide all notifications to the FAA, through the Engineer.

Section 10. Inspection Requirements

A. Daily (Or More Frequent) Inspections

Inspections shall be conducted daily, or more frequently, if necessary to ensure conformance with this document. The checklist provided in the Advisory Circular 150-5370-2G Appendix D, Construction Project Daily Safety Inspection Checklist, shall be used and completed by the Contractor's Safety Representative.

Conduct safety and security inspections at least daily during the project. Schedule inspections to avoid conflict with the active FATO areas during daytime operations. These areas are detailed in Section 16 below. No work is allowed inside any active runway or taxiway movement areas.

Notify the Engineer and the Airport Manager regarding any safety or security issues found during inspections, regardless of whether they are caused by negligence, oversight, or project scope change. Include at least the following items in the inspections; other items may be added at the direction of the Engineer, or as approved:

- Inspect each required crossing of any active surface for the presence of FOD.
- Inspect haul routes for proper markings and barricades. Ensure that vehicles are using only designated haul routes.
- Inspect fences and gates adjacent to, or used for access on haul routes. Ensure that vehicles are
 using only the designated access points. Ensure that each open gate is actively manned to protect
 airfield security.

B. Final Inspections

Prior to opening any portion of the airport to traffic, the Contractor and Engineer shall perform a safety inspection of the area to be opened to traffic to ensure conformance with the CSPP and FAA standards. Final inspections shall be conducted after construction is complete.

Remove all FOD as directed, and any other construction-related materials not allowed to remain on airport property. The final safety inspection may become part of the project completion final inspection at the discretion of the Engineer.

Section 11. Underground Utilities

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. The Contractor shall be responsible for the protection of all existing utilities, cables, wires, pipelines, and other underground facilities to remain throughout project construction. When an underground cable or utility is damaged due to the Contractor's negligence, the Contractor shall immediately notify the Engineer and repair the cable at his or her own expense. Full coordination between the ENA staff, the Engineer, and the Contractor will be performed prior to the commencement of construction activities to verify the location of known airport power and control cables in the work area.

Section 12. Penalties

The Contractor shall be responsible for payment of any fines assessed to ENA due to the Contractor's violation of FAA or Transportation Security Administration operation, safety, or security requirements.

Failure on the part of the Contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety, or lives of community members. ENA may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be prohibited from working at the airport, pending an investigation of the matter.

All Contractor and subcontractor personnel must abide by the CSPP, and other contract requirements. Failure to comply with the safety rules of this CSPP, the SPCD, the General Contract Provisions, Occupational Safety and Health Administration (OSHA) regulations, or any other federal, state, or local laws may result in the suspension of construction activities or imposition of fines or other legal action. Suspension of work for failure to comply with these safety rules is not eligible for additional compensation for standby time. Penalties can include payment by the Contractor of any fines levied by any federal, state, or local agency having authority; suspension of the contract; and individual workers are subject to removal from the project.

The Contractor shall comply with any written order by the Engineer to remove workers, who, in the opinion of the Engineer, violate operational regulations, violate construction safety plan requirements, violate security plan requirements, perform the work in an unskilled manner, who are intemperate or disorderly, or who jeopardize the safety of the public, other workers or Engineer's personnel. The contractor shall allow removed workers to return to the project only with the Engineer's written permission. The Engineer may suspend the work if the contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Engineer's order.

Note: Project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

Section 13. Special Conditions

In the event of an emergency, Contractor personnel and/or equipment may be required to immediately vacate the work area. The Contractor will receive notification from the Engineer and Airport Manager when a special condition requires vacation of the work area, as applicable. In any event, construction personnel must be aware at all times and give right of way as required to any emergency vehicles moving toward work areas with emergency lights displayed during construction as this generally will indicate an emergency situation is imminent.

A. Health, Safety, and Accident Prevention

Contractor shall comply with this document and all applicable federal, state, and local safety regulations to ensure the safety of airport users, the public and construction staff. The work area is located near the Alaska Department of Natural resources, Division of Forestry staging area for wildland firefighting; the intensity of operations on the staging area can change at short notice.

B. Special Equipment

Use of tall equipment, such as cranes taller than outlined in Section 3.3 above, must be submitted on Form 7460-1 and approved by the FAA. See coordination with, and notification of FAA above.

C. Water for Dust Control

Contractor shall provide water for dust control as required, and as directed. Water is available from the City of Kenai through coordination with Public Works Department. Dust, smoke, steam, or other airborne particulates caused by Contractor activities may be considered a safety violation as determined by the Engineer.

D. NOTAMs

Coordinate with the Engineer and Airport Manager at least three days in advance to provide information required to issue NOTAMs.

Section 14. Runway and Taxiway Visual Aids

A. General

This project will not impact any runway and taxiway visual aids.

B. Markings

Lighted temporary runway closure markers will be provided by the Contractor as part of the contract for the heliport closure.

C. Lighting and Visual NAVAIDs

There are no lighting or visual NAVAIDS for the heliport.

Section 15. Hazard Marking and Lighting

Hazard marker barriers and cones shall be used to delineate limits of construction on the apron as shown on the CSPP drawings. Other methods of delineation that are deemed necessary during the course of construction by the Airport Manager shall be implemented and maintained by the Contractor. Lighted runway closure marker shall be placed horizontally at the center of the heliport, marked with "H".

Contractor shall provide hazard markings which clearly delineate to both airborne and taxiing aircraft which portions of the facility are open and which are closed, as set forth in the Safety Plan drawing, Contractor's approved Traffic Control Plan, and as described herein. Standard height highway barriers are not acceptable on this project because they do not provide the necessary clearance between low wing aircraft and the barriers. At a minimum, the following will be provided:

1. Orange traffic cones (18-inch maximum height) with reflective bands at 3-foot spacing.

- 2. Low profile barricades, spacing not to exceed 8-feet.
- 3. Flashing red markers located at grade level at off-limit work areas.
- 4. Other traffic control devices in accordance with the Contractor's approved Traffic Control Plan.

The safety Manager shall inspect the usable surface at the completion of the construction operations to ensure that the surface is usable before re-opening closed areas. The Airport, or his designated representative, will conduct other inspections as deemed necessary.

Section 16. Protection of Runway and Taxiway Safety Areas

A. Runway Safety Area (RSA)

The RSAs will not be impacted during construction.

B. Runway Object Free Area (ROFA)

The ROFAs will not be impacted during construction.

C. Taxiway Safety Area (TSA)

The TSA's will not be impacted during construction.

D. Taxiway Object Free Area (TOFA)

The TOFA's will not be impacted during construction.

E. Obstacle Free Zone (OFZ)

No work will occur in the OFZ for this project.

F. Runway Approach/Departure Surfaces

Runway Approach and departure surfaces are not impacted by this project.

G. Heliport Approach/Departure Surfaces

The Heliport Approach/Departure Surfaces will not be impacted during construction.

H. Heliport Transitional Surfaces

The transitional surfaces for the Heliport start at the FATO, as marked on the Apron and rise upward from the FATO elevation and outward (perpendicular to the sides of the "H") for 185 feet at a 2:1 slope. The Heliport will be closed during any penetrations to the transitional surfaces.

Section 17. Other Limitations on Construction

Use of tall equipment (e.g., cranes) for dynamic compaction will require a 7460-1 determination letter issued for such equipment. The Contractor shall coordinate Kenai Municipal Airport airspace clearance

permits with the Engineer for work that penetrates the air space. The Contractor shall be required to submit the clearance permit to the FAA within 45 days prior to beginning construction activities.

No use of open flame welding torches unless fire safety precautions are provided and the Engineer has approved their use.

No use of electrical blasting caps or explosives of any kind on or within 1,000 ft. of the airport property.

No use of flare pots on airport property.

PERFORMANCE BOND

(Name of Contractor)	
(Address of Contractor)	
a, hereinafter called Principal, and (Corporation, Partnership, or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called Owner, in the penal sum of	nich sum well and
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into with the Owner, dated the day of, 202_, a copy of which is hereto attapart hereof for the construction of:	

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay owner all outlay and expense which the owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is exedeemed an original, this the day of	cuted in three (3) counterparts, each on , 202 .	e of which shall be
• • • • • • • • • • • • • • • • • • • •		
	(Principal)	(SEAL)
	(Principal Secretary)	
ATTEST:	BY	
(Witness as to Principal)	(Address)	
(Address)		
	(Surety) (SI	EAL)
ATTEST:	BY(Attorney-in-Fact)	
(Witness as to Surety)	(Address)	
(Address)		
NOTE: If Contractor is Partnership, all partners sh	ould execute bond.	
<u>IMPORTANT:</u> Surety companies executing bonds must amended) and be authorized to transact but a mended.	t appear on the Treasury Department's most curr usiness in the State where the project is located.	ent list (Circular 570 as

PAYMENT BOND

(Nam	e of Contractor)
(Addre	ess of Contractor)
a(Corporation, Partnership, or Individual)	, hereinafter called Principal, and
(Na	ime of Surety)
(Add hereinafter called Surety, are held and firmly bound	lress of Surety)
(Na	ime of Owner)
(Add	lress of Owner)
hereinafter called Owner, in the penal sum of(\$	Dollars the United States, for the payment of which sum well and truly rs, administrators and successors, jointly and severally, firmly
	that whereas, the Principal entered into a certain contract with , 202_, a copy of which is hereto attached and made a par
Kenai Municipal Airport (KMA) Sand Storage Bu	ıildina

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of said work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

			each one of which shall be deemed
an original, this the da	y of	, 202	
		(D)	(0541)
		(Principal)	(SEAL)
		/D:::10	
		(Principal Secretary)	
ATTEST:		DV	
		ВҮ	
(Witness as to Principal)		(Address)	
(Address)			
		(Surety)	(SEAL)
		(32.33)	(==: .=)
ATTEST:		BY	Fact)
		(Attorney-in-F	-acı)
(Witness as to Surety)		(Address)	
	*		
(Address)			
NOTE: If Contractor is Partn	ership, all partners	should execute bond.	
IMPORTANT: Surety compan	nies evecuting hands =	nuct annear on the Traceury Deports	ment's most current list (Circular 570 co
		t business in the State where the proje	ment's most current list (Circular 570 as

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: Kenai Municipal Airport (KMA) Sand Storage Building

The undersigned, being first duly sworn, deposes and says:
1. That pursuant to this contract for project between the undersigned and the City of Kenai dated the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.
2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.
3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.
4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect. IN WITNESS WHEREOF, this Release has been executed this __day of ______, 202 . (Contractor's signature) Title_____ **ACKNOWLEDGMENT** STATE OF ALASKA SS THIRD JUDICIAL DISTRICT THIS IS TO CERTIFY that on this _____ day of ____ , 202 , before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument. Notary Public for Alaska My Commission Expires:

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a

corporate officer other than the one who signs above.)



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PRO	JECT:
CON	TRACT DATE:
CON	TRACTOR:
TO:	CITY OF KENAI, OWNER 210 Fidalgo Avenue Kenai, AK 99611 Attn: Public Works Department
	cordance with the provisions of the above-referenced Contract between Owner, City mai, and Contractor, Surety (insert name and address of Surety),
	hereby consent to and approve of the final payment to Contractor in the amount of, and in the case of Surety, it is further agrees as follows:
repres	In giving this Consent, Surety has made its own investigation to determine her said payment should be made to Contractor and Surety has not relied on any sentation by the City of Kenai or its employees or agents which has induced it to ent to such payment.
2.	Surety agrees that this payment shall not relieve Surety of any of its obligations to

the City of Kenai as set forth in its Labor and Material Payment and Performance Bonds

and Surety waives any and all claims against Cito Contractor.	ity of Kenai for wrongful release of funds
IN WITNESS WHEREOF, said Surety Comparation, 202	ny has set its hand this day of
	(Surety)
	(Signature of authorized representative)
	(Printed name and title)
ACKNOWI	LEDGMENT
STATE OF	
THIS IS TO CERTIFY that on the, Title:	day of, 202, of
(Surety), being personally known to me or lidentification, appeared before me and acknowled of the foregoing instrument.	having produced satisfactory evidence of
	Note: Dublic for
	Notary Public for My Commission Expires:

NOTE TO SURETY: ATTACH PROOF OF POWER OF ATTORNEY OR OTHER DOCUMENTATION DEMOSTRATING SIGNATORY MAY BIND SURETY

BUSINESS / CONTRACTOR'S LICENSE

(To be submitted)

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SAMPLE

Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE
The licensee named below holds Alaska Business License Number
Covering the period of: through Line of Business:
<u> </u>
COMPANY NAME
ADDRESS
Owner: NAME OF OWNER
This license shall not be taken as permission to do business in the state without having complied with
The other requirements of the laws of the State of Alaska or of the United States.
Alaska Department of Commerce, Community, and Economic Development Commissioner:
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.
SAMPLE
No STATE OF ALASKA
Effective:
Expires: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT
Division of Occupational Licensing
Division of Occupational Licensing
Certifies that
COMPANY NAME
Is a Registered
Specialty

Commissioner:

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Insurance Certificate

(Submit original)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER		CONTACT NAME:					
		PHONE (A/C, No. Ext):	FAX (A/C, No):	(C) (B			
		E-MAIL ADDRESS:					
		INSURER(S) AI	FFORDING COVERAGE	NAIC #			
		INSURER A		:			
INSURED		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER:				
INDICATED, NOTWITH	HAT THE POLICIES OF INSURANCE LISTED BELOW STANDING ANY REQUIREMENT, TERM OR CONDITI ISSUED OR MAY PERTAIN, THE INSURANCE AFFO	ON OF ANY CONTRACT OR OTHE	ER DOCUMENT WITH RESPECT TO	WHICH THIS			

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSF	TYPE OF INSURANCE	ADD	SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
(GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	SHAME MADE K OCCUR	х	х	7				MED EXP (Any one person)	\$	5,000
			+-					PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO		-					BODILY INJURY (Per person)	\$	<u> </u>
12	ALL OWNED SCHEDULED AUTOS	X	X				a a	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS		-				PROPERTY DAMAGE (Per accident)	\$		
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
	DED TRETENTIONS 10,000				1704-170 July 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 -				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000000				X WC STATU- OTH-		
	ANY PROPRIETOR PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1		_		pa		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		X					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PROJECT NAME

Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf or the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project

CERTIFICATE HOLDER	CANCELLATION
City of Kenai Public Works 210 Fidalgo Ave Kenai, AK 99611	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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REQUIRED WAGE RATES

Laborers' & Mechanics' Minimum Rates of Pay

State of Alaska Title 36 Wage Rates

State wage rates can be obtained at:

http://www.labor.state.ak.us/lss/pamp600.htm

Use the State wage rates that are in effect 10 days before Bid Opening. A paper copy of the state wage rates will be included in the executed Contract.

Federal Davis-Bacon Wage Rates

Federal wage rates for the State of Alaska can be obtained at:

http://www.wdol.gov/dba.aspx

Use the federal wage rates that are in effect 10 days before Bid Opening. A paper copy of the federal wage rates will be included in the executed Contract.