



**Project Specifications and Contract Documents  
For  
New Terminal Baggage Handling System**

**FAA Project No. 3-04-0030-043-2020  
ADOT Project No. E0SIM01D  
City CIP No. 17608**

**MAYOR AND COUNCIL:**

Greg Mengarelli, Mayor  
Billie Orr, Mayor Pro Tem  
Steve Blair, Council Member  
Phil Goode, Council Member  
Cathey Rusing, Council Member  
Alexa Scholl, Council Member  
Steve Sischka, Council Member

**CITY CLERK:**

Sarah Siep

**AIRPORT DIRECTOR:**

Robin Sobotta

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### **Attachments:**

- A. New Terminal Building Conveyor Package Plan Set
- B. Federal Labor Provisions for Contracts
- C. FAA General Conditions
- D. Buy American Preference
- E. Contract Provision Guidelines for Obligated Sponsors & Airport Improvement Program Projects

## Notice Inviting Bids

**DESCRIPTION: New Terminal Baggage Handling System**

**MANDATORY PRE-BID CONFERENCE:** In light of the current COVID-19 pandemic the City of Prescott will conduct a mandatory Pre-Bid meeting via ZOOM videoconference at **9:00 am on October 1, 2020**. Submittals will only be accepted from contractors/teams that participate in the mandatory Pre-Bid conference. Contact Jeff Tripp, Airport Operations Superintendent, at jeff.tripp@prescott-az.gov to request a ZOOM meeting invitation.

**BID OPENING:** Thursday, October 15, 2020 at 2:00 pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00 pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time and location. Any bid received at or after 2:00 pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Plans, Project Specifications and Contract Documents may be obtained free of charge on the City's website at:

<http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

**PUBLISH:** September 20 and 27, 2020

## **SPECIAL INSTRUCTIONS**

Bids will be returned unopened if not submitted properly sealed and prior to the time set forth in the Notice Inviting Bids.

Bids shall be enclosed in a sealed envelope, addressed to the Office of the City Clerk, and marked on the outside, lower right-hand corner indicating:

1. Bidder's Name
2. Project Title
3. Bid Opening Date and Time
4. Acknowledgement of Addenda Received, if applicable

## **BID SUBMITTAL**

All bids must contain the following completed forms, provided herein:

1. Bidding Schedule (page 6)
2. Proposal (pages 7-10)
3. Bidder's Affidavit (page 11)
4. Proposal Guarantee (certified check, cashier's check or surety bond)
5. Addendum Acknowledgement, if applicable

Failure to complete and sign (where required), and return the above documents with your bid may render it irregular. It is not necessary to return a complete copy of the Notice Inviting Bids, Project Specifications and Contract Documents, other than the documents noted above.

Bidders should treat the terms in the attached Construction Contract as substantive when preparing their bids.

## **REQUESTS FOR INFORMATION**

Questions pertaining to this project prior to award of the contract shall be directed in writing to:

Jeffrey S. Tripp, A.A.E.  
Airport Operations Superintendent  
928-777-1158 | jeff.tripp@prescott-az.gov  
Prescott Regional Airport  
6546 Crystal Lane, Prescott, AZ 86301

## Scope of Work

The Prescott Regional Airport is a primary commercial service airport certified by the Federal Aviation Administration (FAA) under 14 CFR Part 139 to accommodate air carrier activity. The City of Prescott commenced construction on a new 18,000 square foot passenger terminal in December 2019 with an anticipated substantial completion date in March 2021. The project is funded by a FAA grant, an Arizona Department of Transportation (ADOT) Aeronautics grant, and City funds.

The terminal construction is being completed through a Construction Manager at Risk (CMAR) process. The baggage handling system (BHS) will be bid and completed as a separate project. The successful Contractor will procure and install the BHS in accordance with the New Terminal Building Conveyor Package plan set.

The intent of the New Terminal Building Conveyor Package is to prescribe a complete work for the described project which the Contractor shall perform in coordination with the terminal contractor (Willmeng/Fann) and project engineer (Dibble Engineering) in a manner acceptable to the Airport Director and in full compliance with the terms of the Contract.

Unless otherwise specified in the Special Provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

All standard specifications and details referenced, unless otherwise noted, shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revisions, and, where applicable, to the most current editions of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments (MAG Specifications and Details), including revisions thereto.

## PROJECT SCHEDULE

The Contractor shall fully complete all work under this Contract within **Twenty-One (21) calendar days** beginning with the calendar day as noted in the Notice to Proceed. **The Notice to Proceed (NTP) will be issued upon the substantial completion of the overall terminal construction project which is currently anticipated to be March 1, 2021.** The NTP will be issued by the City to the BHS Contractor with work commencing within five (5) business days of issuance of the NTP. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

The following milestones are estimates of the earliest dates possible for planning purposes only, and shall not represent any contractual commitment whatsoever on the part of the City. The City reserves the right to amend the project schedule as necessary.

Award of Contract	November 10, 2020
Pre-Construction Meeting	November 17, 2020
Expected Notice to Proceed	March 1, 2021
Expected Completion Date	March 22, 2021

**Bidding Schedule**

New Terminal Baggage Handling System						
CIP #17608						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
<b>Full System - Outbound (AC201) and Inbound (AC202)</b>						
1	Option 1	Outbound Baggage (AC201) w/Ticketing Bag Loading Belt on Section C1	1.00	LS		
2	Option 1	Inbound Baggage (AC202)	1.00	LS		
<b>Total Bid Amount - Option 1</b>			<b>\$</b>			
3	Option 2	Outbound Baggage (AC201) w/Gravity Rollers on Section C1	1.00	LS		
4	Option 2	Inbound Baggage (AC202)	1.00	LS		
<b>Total Bid Amount - Option 2</b>			<b>\$</b>			
5	Option 3	Outbound Baggage (AC201) w/Section C1 belt and door deleted	1.00	LS		
6	Option 3	Inbound Baggage (AC202)	1.00	LS		
<b>Total Bid Amount - Option 3</b>			<b>\$</b>			
<b>Outbound Baggage System (AC201) ONLY</b>						
7	Option 4A	Outbound Baggage (AC201) ONLY - w/Ticketing Baggage Loading Belt on C1	1.00	LS		
<b>Total Bid Amount - Option 4A</b>			<b>\$</b>			
8	Option 4B	Outbound Baggage (AC201) ONLY - w/Gravity Rollers	1.00	LS		
<b>Total Bid Amount - Option 4B</b>			<b>\$</b>			
9	Option 4C	Outbound Baggage (AC201) ONLY - w/Item C1 removed	1.00	LS		
<b>Total Bid Amount - Option 4C</b>			<b>\$</b>			
<b>Inbound Baggage System (AC202) ONLY</b>						
10	Option 5	Inbound Baggage (AC202)	1.00	LS		
<b>Total Bid Amount - Option 5</b>			<b>\$</b>			

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

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

# Proposal

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_  
(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of \_\_\_\_\_ or an individual trading as \_\_\_\_\_.

TO THE HONORABLE MAYOR AND COUNCIL  
CITY OF PRESCOTT  
PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for completion of the New Terminal Baggage Handling System, in strict conformity with the plans and specifications.

The Undersigned acknowledges that the City reserves the right to award any individual schedule, all schedules, or any combination of the Bid Schedule. Proposal reflects all costs associated with the baggage handling system to include all components, installation materials, all necessary hardware, software, installation coordination, controls design and coordination, construction management and support services to implement the work and supply a fully functioning "turnkey" system as described by the contract documents.

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The Proposal Guarantee (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the City of Prescott in the sum of not less than ten percent (10%) of the total bid price submitted for the complete project, to insure that the Undersigned, if his bid is accepted, shall enter into contract and give the bonds and certificates of insurance required. In the event that the contract and bonds and certificates of insurance required are not furnished to the City within the time required, then and in that event the City may retain from the proposal guarantee an amount, not to exceed the amount of the proposal guarantee, representing the difference between the amount specified in the proposal or bid, and such larger amount that the City in good faith contracts with another party to perform the work covered by the proposal or bid.

The project shall be completed within **twenty-one (21) calendar days** after the starting date set forth in the NOTICE TO PROCEED.

The Undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived

from the contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS, CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

The bidder shall be an A-General Engineering contractor properly licensed in the State of Arizona at the time of bidding to perform construction in connection with fixed works, including streets, roads, power and utilities plants, dams, hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses and shall also be licensed to perform work within residential and commercial property lines, or shall be properly licensed to sub-contract residential or commercial work, as may be required in the Scope of Work.

Any bid submitted without the proper contracting license to perform the required work shall be considered non-responsive and rejected.

The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bonds TEN (10) days from the date of mailing of said Notice of Award to him at his address as given below, or within such additional time as may be allowed by the City; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the City as liquidated damages for such failure or refusal; provided that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_

The undersigned is the holder of Arizona State Contractor's License No(s). and Classification(s):  
\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Bidder (Authorized Signature)

Corporate Seal

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



**Bidder's Affidavit**

New Terminal Baggage Handling System

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

That he/she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a Proposal:

That all statements of fact in such Proposal are true;

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

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

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

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

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

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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



## CONSTRUCTION CONTRACT

### **New Terminal Baggage Handling System Contract No. 2021-\*\*\***

THIS AGREEMENT, made and entered into this \*\* day of \*\*, 2020, by and between \*\* of the city of \*\*, county of \*\*, state of \*\*, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: New Terminal Baggage Handling System and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Airport Director, or his/her properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Airport Director or his/her properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The Notice Inviting Bids, Project Plans and Specifications, to the extent applicable: MAG Specifications and Details & City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of \_\_\_\_\_, 2020, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**ARTICLE III - TIME OF COMPLETION:** The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within

**twenty-one (21) calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the City Supplement to MAG.

**ARTICLE IV - COMPENSATION:** Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, the total sum of \*\* dollars and \*\* cents (\$\*\*), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221.

**ARTICLE V - CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

**ARTICLE VI - AMBIGUITY:** This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

**ARTICLE VII - NONDISCRIMINATION:** The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

**ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the

City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

**ARTICLE IX - CITY FEES:** Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

**ARTICLE X - LIQUIDATED DAMAGES:** All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$\*\*.\*00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$\*\*.\*00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

**ARTICLE XI - OTHER WORK IN PROJECT AREA:** The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

## **ARTICLE XII - BONDS:**

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

## **ARTICLE XIII - INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Airport Director at 6546 Crystal Lane, Prescott, AZ 86301. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation Statutory Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

**ARTICLE XIV – INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

**ARTICLE XV. CONTRACTOR IMMIGRATION WARRANTY**

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

#### **XVI. MISCELLANEOUS:**

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Robin Sobotta, Airport Director	**
Prescott Regional Airport	**
6546 Crystal Lane	**
Prescott, Arizona 86301	**

D. This Agreement shall be construed under the laws of the State of Arizona.

E. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

F. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

H. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, as defined in ARTICLE II of this Construction Contract, this Agreement shall control. .

I. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

J. Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

City of Prescott, a municipal corporation:

\_\_\_\_\_  
\*\* (Authorized Signature)

\_\_\_\_\_  
Greg L. Mengarelli, Mayor

By: \_\_\_\_\_  
(Printed Name)

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

Email: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah M. Siep, City Clerk

\_\_\_\_\_  
Jon M. Paladini, City Attorney



# **EXHIBIT A**

## **New Terminal Building Conveyer Package Plan Set**

  
**CITY OF PRESCOTT**  
 ARIZONA  
**PRESCOTT REGIONAL AIRPORT**  
*Ernest A. Love Field*

# NEW TERMINAL BUILDING CONVEYOR PACKAGE

AS BUILT DATE

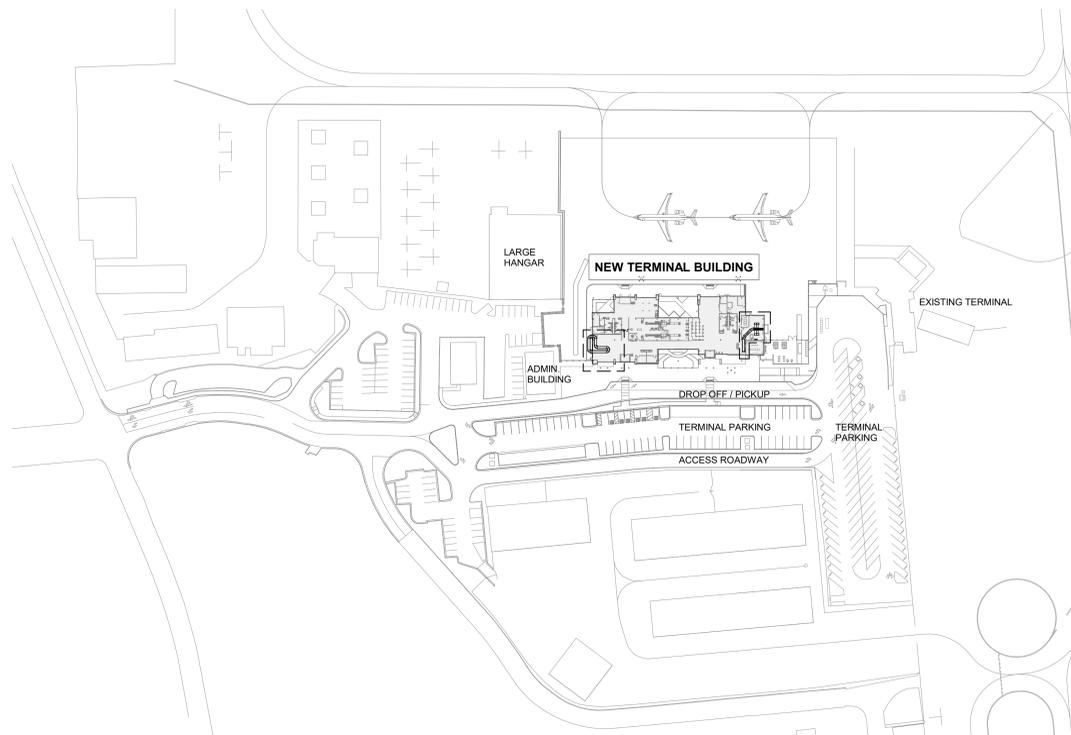



**Dibble Engineering**

**DWL ARCHITECTS+**  
 2333 North Central Avenue  
 Phoenix, Arizona 85004  
 602.264.9731  
 dwlarchitects.com

### CONVEYOR PACKAGE GENERAL NOTES

- |  |   |
|--|---|
| <p>A. THE CONVEYOR SHALL BE A COMPLETE OPERATIONAL SYSTEM</p> <p>B. ALL KEYNOTES DENOTE NEW CONSTRUCTION UNLESS NOTED OTHERWISE</p> <p>C. CONVEYOR CONTRACTOR SHALL COORDINATE WITH TERMINAL BUILDING CONTRACTOR</p> <p>D. CONVEYOR CONTRACTOR SHALL COORDINATE WITH OWNER / TERMINAL BUILDING CONTRACTOR FOR CONSTRUCTION SCHEDULING</p> <p>E. THERE IS A SEPARATE PROJECT FOR THE NEW TERMINAL BUILDING THAT WILL BE CONTRACTED TO A GENERAL CONTRACTOR. THERE ARE NOTES CONTAINED IN THESE DOCUMENTS FOR INFORMATION ONLY. THIS PROJECT SCOPE IS DENOTED AS 'CONVEYOR CONTRACTOR.'</p> <p>F. CONTRACTOR SHALL FIELD VERIFY AS CONSTRUCTED CONDITIONS PRIOR TO ANY WORK. CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY AN CONDITIONS ENCOUNTERED IN THE FIELD THAT DO NOT CORRESPOND WITH THE INTENT INDICATED ON THE DRAWINGS.</p> <p>G. THE BAGGAGE HANDLING SYSTEM SHALL ALLOW FOR THE TRANSPORT OF OVERSIZE BAGGAGE. THE POWER CURVES SHALL HAVE A MINIMUM INSIDE RADIUS OF 34 INCHES.</p> | <p><b>ADA REGULATIONS</b></p> <p>WE CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THE DESIGN OF THE PROJECT COMPLIES WITH THE APPLICABLE PROVISIONS OF THE REQUIREMENTS OF SECTION 34-401 TO 34-411 INCLUSIVE OF THE STATUTES OF THE STATE OF ARIZONA.</p> <p><b>DEFERRED SUBMITTALS</b></p> <p>THE CONVEYOR DESIGN AND SHOP DRAWINGS TO BE DEFERRED SUBMITTAL TO THE CITY OF PRESCOTT. AFTER REVIEW BY THE ARCHITECT / ENGINEER OF RECORD. REVIEW AND ACCEPTANCE BY BOTH THE ARCHITECT / ENGINEER AND THE BUILDING OFFICIAL MUST BE RECEIVED PRIOR TO THE ERECTION OF THE ABOVE MENTIONED ITEM.</p> |
|--|---|



**VICINITY PLAN**  
1" = 100'-0"

DRAWING INDEX			
△	LATEST REVISION	ORIG.	GENERAL
		08/07/19	GC001 PROJECT DATA & GENERAL NOTES
		08/07/19	GC101 TECHNICAL SPECIFICATIONS
		08/07/19	GC102 TECHNICAL SPECIFICATIONS
ARCHITECTURAL			
		08/07/19	AC200 OVERALL TERMINAL BUILDING REFERENCE PLAN
		08/07/19	AC201 <del>OUTBOUND BAGGAGE ENLARGED FLOOR PLAN</del>
		08/07/19	AC201A <del>FUTURE OUTBOUND BAGGAGE</del>
		08/07/19	AC202 <del>INBOUND BAGGAGE ENLARGED FLOOR PLAN</del>
		08/07/19	AC251 CONVEYOR DETAILS
		08/07/19	AC252 CONVEYOR DETAILS
ELECTRICAL			
		08/07/19	EC001 ELECTRICAL NOTES & SYMBOLS
		08/07/19	EC501 TERMINAL CONVEYOR PLAN POWER
		08/07/19	EC801 ELECTRICAL ONE-LINE DIAGRAMS
		08/07/19	EC901 ELECTRICAL CALCULATIONS

Plan Sheet Removed

△	REVISION	BY	DATE	
				CITY OF PRESCOTT PRESCOTT REGIONAL AIRPORT
				PRC PROJECT NO. 19603   DIBBLE PROJECT NO. 1018102.01
				NEW TERMINAL CONVEYOR PACKAGE
				PROJECT DATA & GENERAL NOTES
				DRN: Author   DES: Designer   CK: Checker   DRWG: SHEET
				DATE: 08/07/19   DATE: 08/07/19   DATE: 08/07/19
				SCALE: As indicated   GC001



BID SET - 8/7/19

PRESCOTT REGIONAL AIRPORT - TECHNICAL SPECIFICATIONS

08 33 23 Overhead Coiling Doors

1. Provide coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated.
2. Submit for review:
  - a. Product Data: Submit manufacturer's product data and installation instructions.
  - b. Shop Drawings: Provide drawings indicating guide details, head and jamb conditions, clearances, anchorage, accessories, finish colors, patterns and textures, operator mounts and other related information.
  - c. Closeout Submittal, including warranty information.
3. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity, and trained and authorized by the door dealer to perform the work of this section.
4. At exterior locations, provide insulate slats with manufacturer's standard thermal insulation comply with maximum flame-spread and smoke-developed indexes of 75 and 450 respectively, according to ASTM E 84. Enclose insulation completely within slat faces. Insulate to an R-8 value.
5. Provide stainless steel hood to entirely enclose coiled curtain and operating mechanism at opening head.
6. Basis of Design: Subject to compliance with requirements, provide DuraCoil, electric motor operation, Commercial Rolling door as manufactured by Raynor Door or comparable product acceptable to Architect.
  - a. Gauge: 20
  - b. Slat Style:
    - i. Exterior: Flat Insulated Slats (IF)
    - ii. Interior: Flat Slats (FF)
  - c. Finish: As indicated on drawings.
  - d. Provide High-cycle torsion springs.
  - e. Provide manufacturer's recommended guide seals
7. Locks: Provide interlock switch with locking bar.
8. Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
9. Install door, guide and operating equipment complete with all necessary accessories and hardware according to door manufacturer's written requirements.
10. Lubricate bearings and sliding parts, and adjust doors for proper operation, balance, clearance and similar requirement.
11. Remove temporary coverings and protection of adjacent work areas. Repair or replace installed products damaged prior to or during installation.
12. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove and legally dispose of construction debris from project site.

14 54 10 Inbound Baggage Dispensing Systems

13. This Section includes furnishing and installation of the inbound (arrivals) baggage conveying and dispensing system including but not limited to: supports; entire machine and drive mechanisms; safety and control devices; internal electrical wiring of unit; claim devices; and related equipment for the baggage dispensing system for a complete installation as indicated.
14. The extent of the work is shown and is specified herein, and is defined to include all labor, materials, equipment and supervision required for the design, fabrication, installation and testing of the inbound baggage handling system specified herein.
15. Definitions:
  - a. Defective Baggage Dispensing Device Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; or conditions; the need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
  - b. Baggage Handling System (BHS) shall mean all components, installation materials, all necessary hardware, software, installation coordination, controls design and coordination, construction management and support services required to implement the work and supply a fully functioning "turnkey" system as described by the Contract Documents.
16. Performance Requirements: Rated Speed, 90 fpm (0.45 m/s).
17. Description:
  - a. The pallet loop conveyor features a recirculating loop of crescent shaped pallets linked together, providing an endless, articulating conveyor surface which can be configured to many shapes.
  - b. Include claim devices and related equipment for the baggage dispensing system indicated.
  - c. Provide a complete, operable and maintainable system on a "turnkey basis," including all equipment, supports, header steel (unless otherwise specified), hangers, anchors, framing, trim, electrical power from the sources indicated, motors, motor starters, disconnects, controls, push buttons, conduit, wiring, etc. whether specifically shown and described, or implied in the plans and specifications wherever required to effectively accomplish the intended functions of the baggage dispensing system. In all cases where a device or part of the equipment is herein referred to in a singular number, it is intended that such reference shall apply to as many such devices as are required to satisfactorily complete the installation.
  - d. Drawings are intended to generally outline the conveyor system configuration and function desired. Pertinent building dimensions are noted along with some specified conveyor dimensions and elevations. An attempt has been made to present approximate conveyor length and right-of-ways, but these shall necessarily be determined by review and inspection of building construction drawings and verified by actual field measurements prior to preparing shop and erection drawings.
18. Submittals:
  - a. Product Data: Include capacities, sizes, performances, safety features, finishes, and similar information.
  - b. Shop Drawings: Show plans, elevations, sections, and details indicating coordination with building structure and relationships with other construction. Indicate varied requirements, maximum loads imposed on building structure at points of support, and power requirements. Indicate access and ventilation for machine space.
    - i. Mechanical: General arrangement and dimensions of equipment (plan, elevation, and sections); clearances, both horizontal and vertical, as related to the building structure and interferences; dimensions and details of required building preparations or modifications; location and dimensions of conveyor drives; location and detail of attaching conveyor supports to floors and overhead structures.
    - ii. Electrical: Schematics showing motor control panel and field control wiring; interior and front panel layout of motor control panels; pushbutton station layout; conduit diagrams showing location of controls, conduit sizes, and wire sizes and numbers.
    - iii. Structural: For major structural supports or electrical power, provide the shop drawings sealed by an Arizona professional engineer.

- c. Samples: For exposed finishes, 3-inch- (75-mm-) square Samples of sheet materials, and 4-inch (100-mm) lengths of turning trim members.
- d. Manufacturer Certificates: Signed by manufacturer certifying that baggage dispensing system layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for baggage dispensing system being provided.
- e. Qualification Data: For Installer.
- f. Operation and Maintenance Data: For baggage dispensing system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include diagnostic and repair information available to manufacturer's and Installer's maintenance personnel.
- g. Inspection and Acceptance Certificates and Operating Permits (if any): As required by authorities having jurisdiction for normal, unrestricted use of baggage dispensing system.
- h. Warranty: Special warranty specified in this Section.
19. Quality Assurance:
  - a. Installer Qualifications: Baggage dispensing system manufacturer or manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
  - b. Source Limitations: Obtain baggage dispensing system through one source from a single manufacturer.
  - c. Installer Qualifications: Engage the baggage dispensing system manufacturer or an installer approved by the baggage dispensing system manufacturer and who has completed moving walk installations similar in material, design, and extent to that indicated for Project which have resulted in installations with a record of successful in-service performance.
    - i. Small Systems: The Baggage Dispensing System Contractor must have a minimum of three years demonstrable experience as a Contractor/Installer of Baggage Dispensing System components with the completion of at least three installations with a minimum value of \$250,000 per project.
  - d. Construct components of the system in accordance with all codes and standards and local laws and regulations, applicable to the design and construction of this type of equipment, which are generally accepted and used as good practice throughout the industry, i.e., NFPA, Underwriters, OSHA, SAE publications, and United National Standards. Design all parts and sub-assemblies in accordance with good commercial practice and assure safe, efficient and practical design in keeping with requirements peculiar to this type of system.
  - e. Workmanship: Ensure that all equipment is manufactured and installed in accordance with the best commercial practices consistent with the intended design and usage. Materials and components shall be new and free from defects. Do not supply used equipment, whether refurbished or reconditioned, unless indicated in the specifications or drawings.
20. Delivery, Storage and Handling:
  - a. Deliver, store, and handle materials, components, and equipment in manufacturer's protective packaging.
  - b. Store materials, components, and equipment off of ground, under cover, and in a dry location. Handle according to manufacturer's recommendations to prevent damage, deterioration, or soiling.
21. Coordination:
  - a. Coordinate installation of sleeves, block outs, baggage dispensing system equipment with integral anchors, and other items that are embedded in concrete or masonry for baggage dispensing system equipment. Furnish templates, sleeves, baggage dispensing system equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
  - b. Coordinate sequence of baggage dispensing system installation with other work to avoid delaying the Work.
  - c. Coordinate locations and dimensions of other work relating to baggage dispensing system including electrical service, and electrical outlets, lights, and switches.
22. Warranty:
  - a. Manufacturer's standard form in which manufacturer agrees to repair, restore, or replace defective baggage dispensing system work within one year from date of Substantial Completion.
23. Maintenance Service
  - a. Initial Maintenance Service: Beginning at Substantial Completion, provide one year's full maintenance service by skilled employees of baggage dispensing system installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper baggage dispensing system operation at rated speed and capacity. Provide parts and supplies same as those used in the manufacture and installation of original equipment.
    - i. Perform maintenance, including emergency callback service, during normal working hours.
    - ii. Include 24-hour-per-day, 7-day-per-week emergency callback service. Response time, 4 hours or less.
24. Provide pre-engineered closed loop pallet (flat plate) type baggage dispensing system complying with requirements.
25. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. G&S Airport Conveyor
  - b. Daifuku Airport Technologies
  - c. Siemens Logistics, Airport Logistics Division.
  - d. Five Star Airport Alliance.
  - e. Vanderlande Industries.
26. The conveying surface is comprised of individual crescent shaped pallets that are mechanically fastened to an underlying series of carriages. Any number of carriages can be linked together to provide an endless set of linkages, completing a continuous conveying loop.
27. Each carriage and pallet assembly is supported by two parallel, load-carrying wheel raceways. Populated with wheels every 4" (102mm), the result is a minimum of ten wheels supporting the pallet and its load at any point along the conveyor's length. The large number of support wheels provides superior load bearing capabilities, reduced friction, and smooth, quiet operation.
28. The bearing and guide wheels are constructed using a high density plastic tire molded onto a precision, sealed-for-life ball bearing.
29. Each pallet contains a structural stainless steel that is accurately molded and suspended in black polyurethane, resulting in a consistent skin depth that is finished flat and true.
30. The quality controlled pallets meet and exceed the dynamic and static loads specified for pallet loop conveyors, supporting a dead weight of 250 pounds (113.4 kg) and a live load of 70 pounds per foot (341.7 kg/m), while experiencing no undue deflection or damage.
31. Pallets shall be manufactured with a minimum 1/4" (6mm) stainless steel with an overall nominal thickness, of 3/8" (10mm), after the molding process.
32. Carriages are fabricated from mild steel, machined to the designed 1.9'-1/2" (495mm) pitch-length, and then fitted with a self-aligning joint. A pair of drive-lugs located on the underside and offset to one side, positively engages the drive chain. An electro-galvanized coating is applied to the finished carriage for lasting protection.
33. Each carriage is fashioned with a center guide wheel assembly which leads each pallet/carriage assembly along and around the pre-formed track way.

34. The pallet loop framework, assembled in 10'-0" (3048mm) long straight and 90° curve modules, is manufactured from formed and structural steel sections. The center guide rails and bed rails form a continuous, fully supported frame structure. The formed unit is mounted above the floor, and supported and leveled on robust screw adjustable legs.
35. Pallet loops utilized for baggage claim functions shall be finished with 12 gauge stainless steel (type 304, #4 brush finish and members concealed from view, 12 gauge galvanized mild steel may be used).
36. Provide a guard rail at exterior for protection from baggage carts and lugs potentially causing undue damage to the device. These shall be fully encompassing at exterior.
37. Prevent baggage from spilling into the center of the pallet loop by providing a formed, 7-1/4" (184mm) tall minimum, up-stand trim panel, usually forming part of an optional center infill.
38. Pallet loops, intended for baggage claim functions, shall have the open center area enclosed and finished. This may be accomplished by installing fire-rated, plywood decking material with the top of the inner up-stand paneling, supported by a metal framework and finished with decorative covering.
39. Provide an access hatch is required over the motor/gearbox unit to allow for regular maintenance.
40. The pallet loop drive module shall incorporate the manufacturer's drive system.
41. Power by a direct drive motor/gearbox, assembly with reliable, low noise characteristics and ease of maintenance, the unit is complemented by a variable frequency drive (VFD). This combination provides the speed reduction required and an electronic soft start/stop function, allowing for smooth acceleration and deceleration, with minimal shock loading.
42. Unit speed shall be adjustable for inspection and maintenance.
43. The gear motor and wall mounted control cabinet shall be located on the non-public side of operations to accommodate regular access and maintenance.
44. Materials:
  - a. Stainless Steel: ASTM A 240/A 240M, Type 304. Satin Finish
  - b. Steel Sheet: Cold-rolled steel sheet, ASTM A 1008/A 1008M, commercial steel, Type B, exposed, matte finish.
45. Exterior Portion of Baggage Dispensing Systems:
  - a. Fabricate exposed components from stainless steel, unless otherwise indicated.
  - b. Provide enclosures complying with NEMA 250, Type 4 for electrical connections, switches, and equipment.
  - c. Provide totally enclosed fan-cooled motors.
  - d. Equip pallet drive mechanism with automatic pallet drive-chain lubricators.
  - e. Provide manufacturer's recommended narrow profile guardrail for protection from baggage carts and other vehicles.
46. Security and Fire Door: Powered rolling counter security doors shall be provided where shown on drawings at conveyor wall penetrations for baggage claim. Doors shall be manufactured Raynor Doors or approved equal. Doors shall have electric operators.
47. Examine baggage dispensing system areas, with Installer present, for compliance with requirements, installation tolerances, and other conditions affecting performance. Examine supporting structure and machine spaces; verify critical dimensions; and examine conditions under which baggage dispensing systems are to be installed.
  - a. Proceed with installation only after unsatisfactory conditions have been corrected.
  - b. For the record, prepare written report, endorsed by Installer, listing dimensional discrepancies and conditions detrimental to performance or indicating that dimensions and conditions were found to be satisfactory.
48. Comply with manufacturer's written installation instructions.
49. Set baggage dispensing systems true to line and level, properly supported, and anchored. Use established benchmarks, lines, and levels to ensure dimensional coordination of the Work.
50. Adjust installed components for smooth, efficient operation, complying with required tolerances and free of hazardous conditions. Lubricate operating parts, including bearings, tracks, chains, guides, and hardware. Test operating devices, equipment, signals, controls, and safety devices.
51. Acceptance Testing: On completion of baggage dispensing system installation and before permitting use of baggage dispensing systems, perform acceptance tests as required and recommended by manufacturer and by authorities having jurisdiction.
52. Advise Owner, General Contractor and authorities having jurisdiction in advance of dates and times tests are to be performed.
53. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate, adjust, and maintain baggage dispensing systems. Refer to Division 01 Section "Demonstration and Training".
54. Check operation of baggage dispensing systems with Owner's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.
55. Check operation of baggage dispensing systems with Owner's personnel present not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.

14 54 13 Outbound Baggage Dispensing Systems

56. This Section includes furnishing and installation of new outbound baggage system ~~and the relocation of the existing baggage conveying system and includes supports, entire machine and drive mechanisms, belt assembly, safety and control devices, internal electrical wiring of unit, loading and transport conveyors, claim devices, and related equipment for the baggage system for a complete installation as indicated.~~
  - a. ~~Integrate the new system into the existing TSA equipment and the make-up baggage equipment as indicated.~~
  - b. ~~Completed system shall function as an integrated system.~~
57. Electrical service requirements to new and relocated baggage conveyor shall be coordinated with the General Contractor, and shall be part of this contract.
58. The extent of the work is shown and is specified herein, and is defined to include all labor, materials, equipment and supervision required for the design, fabrication, installation and testing of the outbound baggage handling system specified herein.
59. The system shall include all loading and transport conveyors, and related equipment for the baggage system indicated.
60. Check-in Conveyor: Consists of a drive section, multiple slider bed modules and tail sections as indicated.
  - a. Slider Bed Module: Uni-body construction, stainless steel, No. 4 finish.
  - b. Tail Section: Variable length to correspond with dimensions indicated with tail roller assembly.
61. Provide 45 degree merge conveyors, powered turns and queue conveyors where indicated. Provide programmable merger system that will provide an adjustable distribution of baggage into the main belt leading to the Explosives Detection System. The system shall be programmed for provide for equitable distribution for original installation, but shall be programmable for future distribution adjustments.

62. Delegated Design: The Drawings and these specifications indicate the design intent and requirements of the outbound baggage system. Design outbound baggage system, including comprehensive engineering analysis according to 2012 International Building Code and the City of Prescott supplements by a qualified engineer. Include electrical requirements, locations and connections. Provide a fully operable system. Adjust motor and conveyor speed to match speed of future (faster) Explosive Detection Machine.
63. Conveyor turns shall be capable of transporting out-of-gage bags to the Explosive Detection Machines.
64. Submittals:
  - a. Product data for each baggage handling unit, indicating capacities, sizes, performances, operations, safety features, controls, finishes, and similar information. Indicate any variations from specified requirements.
  - b. Delegated-Design Submittal: For outbound baggage system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - c. Shop drawings for baggage handling system, showing plans, elevations, sections, and large-scale details indicating service at each landing, coordination with building structure, and relationships with other construction. Indicate any variations from specified requirements plus maximum dynamic and static loads imposed on building structure at points of support. Indicate access and ventilation for baggage system machine space.
    - i. Mechanical: General arrangement and dimensions of equipment (plan, elevation, and sections); clearances, both horizontal and vertical, as related to the building structure and interferences; dimensions and details of required building preparations or modifications; location and dimensions of conveyor drives; location and detail of attaching conveyor supports to floors.
    - ii. Electrical: Schematics showing motor control panel and field control wiring; interior and front panel layout of motor control panels; pushbutton station layout; conduit diagrams showing location of controls, conduit sizes, and wire sizes and numbers.
  - d. Maintenance Manuals: Bound manuals for each different type of conveyor. Include operating and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, emergency instructions, and similar information. Manuals shall be updated to reflect field changes and shall reflect "as-built" information and conditions.
65. Installer Qualifications: Engage the baggage system manufacturer or an installer approved by the baggage system manufacturer and who has completed baggage conveyor installations similar in material, design, and extent to that indicated for Project which have resulted in installations with a record of successful in-service performance.
66. Special Project Warranty: Provide special project warranty, signed by Contractor, Installer, and Manufacturer, agreeing to replace, repair, or restore defective materials and workmanship of baggage handling system work within one year from date of Substantial Completion. This warranty shall be in addition to, and not a limitation of, other rights the Prescott Regional Airport may have against the Contractor under the Contract Documents.
  - a. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures, performances below specified ratings, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.
67. Extended component or subassembly warranties shall be passed on to the Prescott Regional Airport from the manufacturer to the maximum possible extent.
68. Manufacturer of baggage system shall provide a factory representative for daily on-site supervision during entire installation period. Factory representative shall also be present at acceptance testing.
69. Quality Work: All work shall be in accordance with the best commercial practice consistent with heavy-duty, airline applications. Materials and components furnished shall be new and free from defects. Relocated equipment shall require reconditioning or refurbishing and shall meet warranty requirements. Equipment is to be designed to meet the requirements of handling airline baggage. Consideration and care must be used, particularly in the fabrication of all projections, welds, surfaces, and transfer points between conveyors to eliminate damage to various bundles, handbags, suitcases, and trunks encountered. Bottom glides on cases, strings, tags, straps, bag handles, destination tags, etc. shall be protected against damage on sideguards, transfer points and all surfaces which baggage may contact on the baggage handling system.
70. Initial Maintenance Service: Provide full maintenance service by skilled, competent employees of the baggage handling system installer for period of 12 months following date of Substantial Completion. Include monthly preventive maintenance performed during normal working hours. Include repair or replacement of worn or defective parts or components and lubricating, cleaning, and adjusting as required for proper operation in conformance with specified requirements. Include 24-hours-per-day, 7-days-per-week emergency callback service. Exclude only repair or replacement due to misuse, abuse, accidents, or neglect caused by persons other than Installer's personnel.
71. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. G&S Airport Conveyor
  - b. Daifuku Airport Technologies
  - c. Siemens Logistics, Airport Logistics Division.
  - d. Five Star Airport Alliance.
  - e. Vanderlande Industries.
72. Provide manufacturer's standard pre-engineered baggage system to comply with requirements of system design. Where not otherwise indicated, provide standard components as indicated in manufacturer's current publications and as required for complete baggage system installation and operation.
73. Structural Plates: ASTM A-36. Hot rolled sheets and coils shall conform to ASTM A-36. Structural steel shapes shall conform to ASTM A-36.
74. Welding Electrodes: AWS A-5.18-69.
75. Fasteners: ASTM A-307 Class 2A thread fit for bolts, and Class 2B thread for nuts. All fasteners shall be zinc plated or equivalent.
76. Steel: clean and free from rust, rust pits, kinks, and sharp bends. Forming of material shall be accomplished by methods that will not fracture or otherwise damage the metal. Burrs, sharp edges, and sharp corner shall be removed. Parts shall be formed and cut properly to assure uniformity. Joints shall be smooth and corners rounded. Holes for photocell beams shall be punched, not burned, in metal side guards and shall be free of any sharp edges or burrs. Unguarded, exposed sharp corners and edges of items; such as but not limited to, support legs, braces, and trim; shall be well rounded, or removed to prevent injury to employees or damage to their clothing.
77. Belting for level conveyors:
  - a. Overall thickness: 5/32 inch (2 ply).
  - b. Covers: 1/32 inch x bare surface.
  - c. Color: Black.
  - d. Carcass: Polyester with PVC coating on one side.
  - e. Recommended Workload: 220 pounds per inch of width.
  - f. Breaking point: 2200 pounds per inch of width.
  - g. Mechanically splice belting for continuous loop.

AS BUILT DATE




DWIL PROJECT NO 1834 00



**ARCHITECTS+**

2333 North Central Avenue  
Phoenix, Arizona 85004  
602.264.9731  
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REVISION	BY	DATE
<b>CITY OF PRESCOTT</b> <b>PRESCOTT REGIONAL AIRPORT</b>		
PRC PROJECT NO 19603		DIBBLE PROJECT NO 1018102.01
<b>NEW TERMINAL CONVEYOR PACKAGE</b>		
<b>TECHNICAL SPECIFICATIONS</b>		
DRN: Author	DES: Designer	CK: Checker
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19
SCALE:	GC101	



BID SET - 8/17/19

**PRESCOTT REGIONAL AIRPORT - TECHNICAL SPECIFICATIONS**

- 78. Belting for merge conveyor:
  - a. Overall thickness: 1/8 inch.
  - b. Covers: Hardwoven nylon X friction surface.
  - c. Color: Black to match existing conveyor.
  - d. Carcass: 50/50 cotton-polyester.
  - e. Recommended Workload: 80 pounds per inch of width.
  - f. Breaking point: 800 pounds per inch of width.
- 79. Belt Lacing: Appropriate size for the application.
- 80. Conveyor Beds: Capable of supporting a static, uniformly distributed load of 25 pounds per square foot, with supports on 10 foot centers, without excessive deflection which would be detrimental to the frame structure.
- 81. Side Guards/Shrouding: Guards shall be supported directly by the conveyor frame and brace with 10 gage formed channels at 5 ft. on center, typical. Unless otherwise noted, guards shall be required on both sides except where baggage is being loaded or unloaded in non-public areas at which point only one guard shall be required.
  - a. Vertical side guard for conveyors not in public view: 12 gage HRS extending 21 inches above the bed and extending 8 inches below the slicer bed with upright bracing (1-1/4 inches x 1-1/4 inches x 3/16 inch vertical stiffeners) on a maximum of 3 ft. 4 in. centers on the load and unload belts.
  - b. Guards for conveyors in public view: Formed, 18 inches high x 12 gage type 304 stainless steel with a horizontal number 4 satin finish. Match existing where new check-in conveyor is adjacent to relocated conveyors.
  - c. Joints in non-public areas shall be epoxied after installation as required for smooth, snag-free surface.
  - d. Distance between side guards shall be 3 inches greater than the belt width. Side guard joints shall be bolted.
  - e. Shrouding shall be provided for conveyor equipment located in public areas. The shrouding shall be formed stainless steel sheet (12 gage) type 304 with horizontal number 4 satin finish. Connections shall be smooth and flush without openings or projections on which bag tags, straps, etc., may catch.
- 82. Finishes:
  - a. Structural Parts (except moving parts): One shop coat of rust inhibitive primer (includes floor support structure)
  - b. Shop-paint structural steel. After inspection and before shipping, clean steelwork to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits.
  - c. After installation, all scuffed, scratched, or otherwise marred surfaces shall be cleaned and a touch-up coating of paint applied. Apply paint to marred areas using same material as used for shop painting.
  - d. Field welding of stainless steel trim element shall not be done. Blemishes of the stainless steel trim elements shall not be acceptable. This includes those caused by poor manufacturing practices, as well as those caused in the field, plus those caused by field attempts to remove blemishes.
- 83. Floor Supports: Adjustable, formed of minimum 10 gage steel. Supports at load and unload conveyors shall be placed at a maximum of 5 foot centers, and a maximum of 10 foot centers on conveyors.
- 84. Pulleys and shafts shall meet CEMA Standard No. B105.1-2015.
- 85. Bearings: Greaseable, self-aligning, anti-friction, ball bearing type, pre-lubricated and sealed with synthetic lip seals, and equipped with eccentric locking collars.
- 86. Conveyor Drives: Driven by motors that conform to AIEE and NEMA standards. Motors shall be low-energy type. Service factor on motor/reducers shall be a minimum of 1.0. Provide low noise motorized pulleys.
- 87. Draft Curtains: flexible strip doors with two staggered layers of 8 inch x 1/16 inch strips as manufactured by Necor Corp., Metglas Products or approved equal.
  - a. Color: Black.
  - b. Provide at all wall penetrations.
- 88. Security: Powered rolling counter security doors shall be provided where shown on drawings at conveyor wall penetrations for baggage claim.
- 89. Stainless Steel: AISI Type 302/304; Horizontal No. 4 satin finish.
- 90. Structural Steel Primer Paint: SSPC - Paint 13.
- 91. Queue Conveyor: 54 inch wide, length as indicated. Belt speed 90 - 350 feet per minute. Self-contained, independent conveyor as indicated.
- 92. 45-Degree Merge Conveyor: Consist of a level belt conveyor with a powered belt positions to direct the discharge from the secondary feed conveyor onto another conveyor at a 45 degree angle.
  - a. Basis-of-Design Product: Subject to the compliance with requirements, provide 45 degree angle merge conveyor as manufactured by one of the following:
    - i. G&S Airport Conveyor
    - ii. Daifuku Airport Technologies
    - iii. Siemens Logistics, Airport Logistics Division.
    - iv. Five Star Airport Alliance.
    - v. Vanderlande Industries.
- 93. All electrical components and materials shall conform to applicable National Electrical Manufacturers Association (NEMA) and Joint Industrial Council (JIC) standards. The requirements of the National Electrical Code (NEC), NFPA-70 and the American National Standards Institute Safety Code B20.1 shall be met as well as any other governmental or local authorities having jurisdiction. Components shall be designed of continuous duty service.
- 94. Power Supply: 480 volt, 3 phase, 60 hertz.
- 95. Radio Interference: Equipment provided shall not cause interference with radio communications within airport. Electrical and electronic equipment, including interconnecting wires and cables, shall be designed to operate without malfunction in the presence of normal electromagnetic emission generated by other equipment, including the aircraft communication bands and high-power radar systems, various electrical motors and controls, power tools (including welders), automotive vehicles, etc.
- 96. Standardization of Equipment: Where there is more than one item of equipment required under this contract, the furnish equipment of the same type and from the same manufacturer.
- 97. Color Coding and Wire Marking: Electric wire and cable shall be color coded and shall have the wire numbers as shown on the electrical shop drawings affixed to both ends of each wire.
- 98. Controls: Operate on a maximum of 120 volts. Control components shall not be subjected to operation under loads exceeding the manufacturer's recommended rating.
- 99. Enclosures: NEMA type 12, except those which may be exposed to the elements, which shall be NEMA Type 3 or 4 weatherproof.
- 100. Motor Starters: Magnetic with manual reset thermal overloads. Minimum starter size shall be NEMA size "O."
- 101. Control Panel: Designed to provide the following functions as a minimum
  - a. System Start.
  - b. Emergency Stop.

- 102. Control Stations: Contract Documents suggest locations for control stations. Shop drawings shall include the following
  - a. System start button (to start respective system only) at each station.
  - b. Emergency stop button (to stop respective system only) at each station.
  - c. Key Operated "On-Off" selector switch at one station only.
  - d. Integrate the new system and controls at the existing make-up area.
- 103. Provide Emergency stop as required by OSHA.
- 104. System Start: Conveyor system start button, when pressed, shall activate a start-up warning beacon and horn (separate from emergency stop/jam/motor failure alarm) in final baggage delivery area. After a predetermined time delay, the warning beacon and horn will shut off, and the respective system shall start sequentially, beginning with the discharge conveyor. If a flat or inclined plate claim or sortation loop is used, a "soft start" shall be provided by a A, Nordic reactor (or approved equal) which reduces the voltage to the motor for approximately three seconds. Interlocks shall be provided to prevent the respective conveyor system from starting until the loop has started. A start button shall be provided for independent operation of the loop in make-up areas.
- 105. Emergency Stop: The system may be stopped at any time during normal operation by depressing any one of the emergency stop push-buttons. Depressing the emergency stop push-button shall cause the button to be illuminated, as well as illuminating all associated emergency stop buttons and the appropriate emergency stop indicator lamp on the system map located at the panel door, and sound an alarm at the control panel. After clearing an emergency, the entire system may be restarted by resetting the emergency stop push-button and depressing the system start button.
- 106. Security Door Controls:
  - a. Expiration of the start-up warning shall cause the automatic security door to raise. After the door has reached the full open position, the conveyors shall automatically start.
  - b. Normal System Stop: When the system stops, the associated doors shall then close.
  - c. Security Door Emergency Stop: If the safety edge switch located on the bottom of the door encounters and obstruction, the door shall automatically return to the open position and illuminate a white indicator lamp. After the obstruction is removed, an obstruction reset pushbutton shall be depressed to lower the door. The white indicator lamp and reset pushbutton shall be located near the security door. The conveyors shall remain inoperative when a door obstruction occurs.
- 107. Wiring:
  - a. Locate where shown and as specified.
  - b. Disconnects: Furnish and install a nonfusible, manual disconnect switch.
  - c. Circuit Wiring: Connections shall be made with wire of current carrying capacity consistent with the load and duty cycle. Wires shall run continuously from one piece of apparatus to another without splices in conduit. Power wiring may be spliced in junction boxes as required. Control connections shall be made on terminals with compression type splices which shall be enclosed in junction boxes.
  - d. Conduit:
    - i. Unless otherwise specified, all electric wiring shall be enclosed in E.M.T. conduit. Except in public areas, conduit shall be installed exposed on walls, beams, columns, and on the conveyor structure. Locations of exposed conduit shall be selected in order to minimize and prevent damage to conduit from vehicles or equipment. In public areas, conduit shall not be exposed to view.
    - ii. Flexible conduit may be used for final connections to motors and all other devices requiring adjustments. All fittings for flexible conduit shall be of the liquid tight type. Installation shall be in accordance with Article 351 of NEC-78.
    - iii. Outlet, junction and pull boxes, and cover plates shall be suitable for use with E.M.T. conduit and shall conform to the NEC for minimum wiring space requirements and material thickness. Boxes shall have screw fastened covers.
  - e. Wire and Cable Conductors: Power conductors shall be a minimum of No.12 AWG, 600 volt, type THWN/THHN or THHN insulated stranded copper wire. External control wire shall be a minimum of No.14 AWG, type THWN/THHN or THHN stranded copper conductor, rated at 600 volts. Wires inside the control panel shall be sized for current carrying capacity. Control wires to be a minimum of No.16 AWG, MTW, rated at 600 volts.
- 108. Examine baggage conveyor routes and areas to receive baggage handling systems, including machine spaces, and conditions under which work is to be installed. Verify dimensions of beltways before installation commences. Notify Construction Manager in writing of dimensional discrepancies and other conditions detrimental to proper performance of moving walk work. Do not proceed with installations until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- 109. Comply with manufacturer's instructions and recommendations for work during installation.
- 110. Install units true to line, properly supported, and anchored to building structure. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.
- 111. Adjust installed components for smooth, efficient operation, complying with required tolerances and free of hazardous conditions. Lubricate operating parts including bearings, tracks, chains, guides, and hardware. Test operating devices, equipment, signals, controls, and safety devices. Ensure that no oil drips on floors, ceilings or other finish materials.
- 112. Repair damaged finishes and, where damaged beyond acceptable condition as determined by Architect, replace damaged component.
- 113. Acceptance Testing: Upon nominal completion of each baggage conveyor or dispenser installation, and before permitting use of baggage system (either temporary or permanent), perform acceptance tests as required and recommended.
- 114. Provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect baggage system work from damage or deterioration. Maintain protective measures throughout remainder of construction period.
- 115. Instruct Prescott Regional Airport personnel in proper use, operation, and daily maintenance of moving walks. Review emergency provisions, including access and procedures to be followed in checking for sources of operational failures or malfunctions. Confer with Prescott Regional Airport on requirements for a complete maintenance program.
- 116. Check each baggage system operation, with Prescott Regional Airport personnel present, immediately prior to time of Substantial Completion. Determine that control system, operating components, and safety devices are functioning properly.

AS BUILT DATE





DWL PROJECT NO 183400

**DWL**  
ARCHITECTS+

2333 North Central Avenue  
Phoenix, Arizona 85004  
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dwllarchitects.com

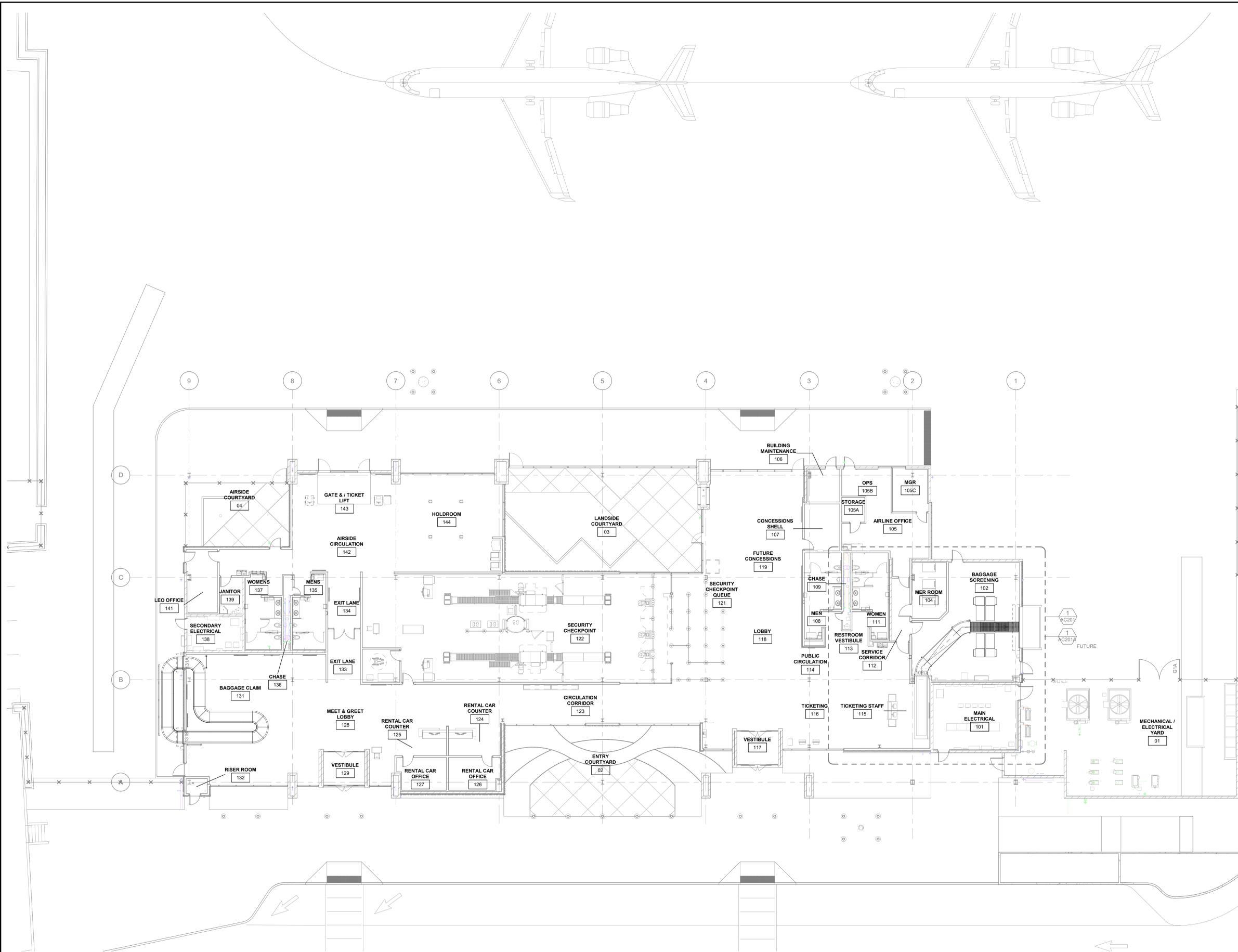
REVISION	BY	DATE
CITY OF PRESCOTT PRESCOTT REGIONAL AIRPORT		
PRC PROJECT NO. 19603		DIBBLE PROJECT NO 1018102.01
<b>NEW TERMINAL CONVEYOR PACKAGE</b>		
<b>TECHNICAL SPECIFICATIONS</b>		
DRN: Author	DES: Designer	CK: Checker
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19
SCALE:	GC102	

Call at least two full working days before work starts



Arizona 811  
Arizona One-Call, Inc.  
800-811-8111  
In Maricopa County: (602) 262-1100

BID SET - 8/7/19



**1** TERMINAL BUILDING REFERENCE FLOOR PLAN  
3/32" = 1'-0"

AS BUILT DATE

**Dibble Engineering**

*Sandra M. Kurla*  
 REGISTERED ARCHITECT  
 LICENSE NO. 35786  
 SANDRA M. KURLA  
 PHOENIX, ARIZONA

DWL PROJECT NO. 1834.00

**DWL ARCHITECTS+**  
 2333 North Central Avenue  
 Phoenix, Arizona 85004  
 602.264.9731  
 dwlarchitects.com

REVISION	BY	DATE

**CITY OF PRESCOTT  
 PRESCOTT REGIONAL AIRPORT**

PRC PROJECT NO. 19603      DIBBLE PROJECT NO. 1018102.01

**NEW TERMINAL CONVEYOR PACKAGE**

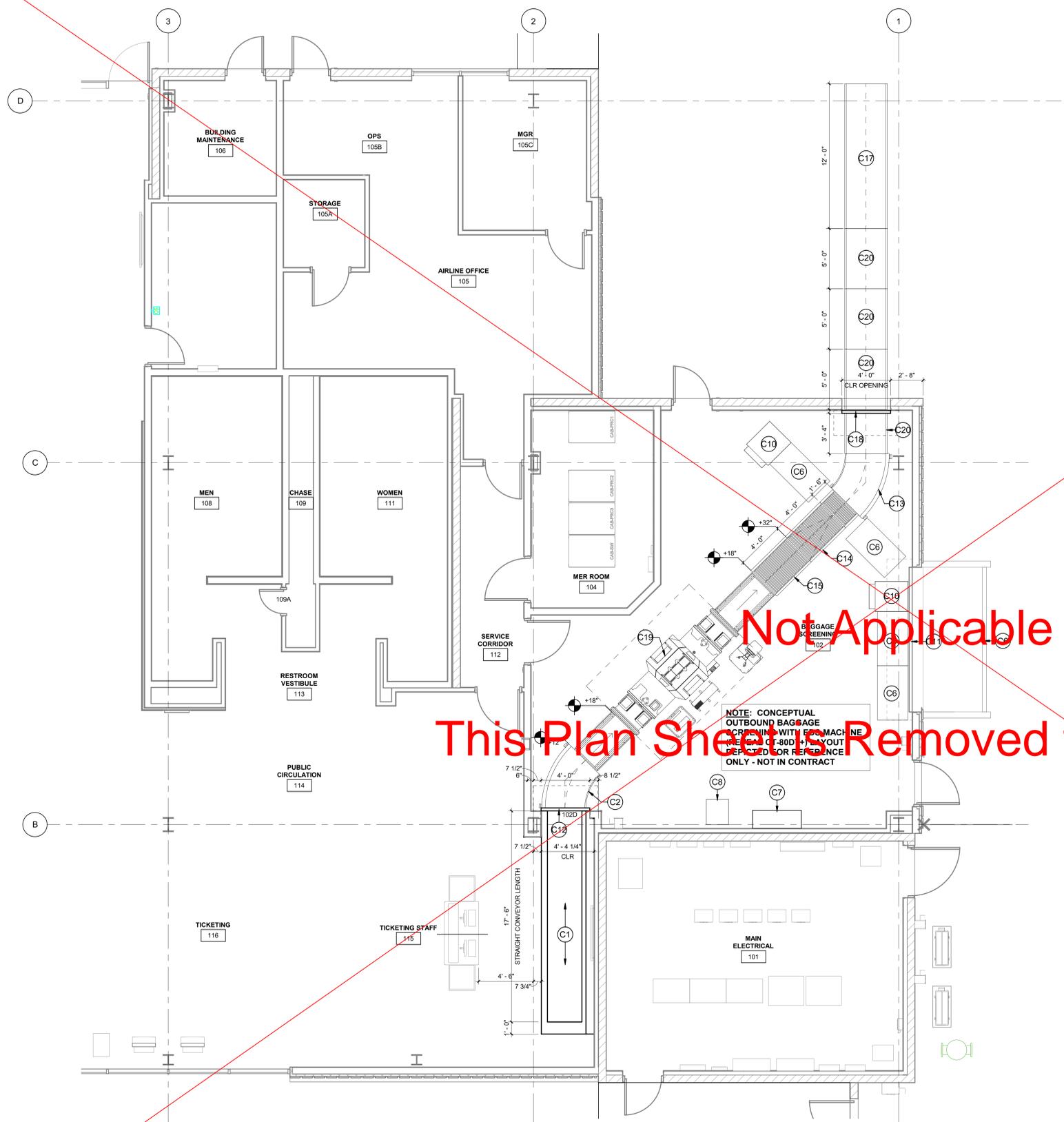
**OVERALL TERMINAL BUILDING  
 REFERENCE PLAN**

DRN: Author	DES: Designer	CK: Checker	DRWG	SHEET
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19	AC200	
SCALE: 3/32" = 1'-0"				



BID SET - 8/7/19





**KEYNOTE LEGEND**

- C1 TICKETING BAGGAGE LOAD BELT WITH STAINLESS STEEL SURROUND AND BACKSTAND
- C2 45 DEGREE POWERED BELT CURVE
- C6 STAINLESS STEEL BAGGAGE SLIDE (NIC) - OWNER FURNISHED / OWNER INSTALLED
- C7 MOTOR CONTROL PANEL (MCP)
- C8 TSA IT CABINET (NIC)
- C10 EXPLOSIVE TRACE DETECTION (ETD) EQUIPMENT (NIC)
- C11 12'-0" (W) X 7'-0" (H) INSULATED OVERHEAD ROLLING STEEL SECURITY DOOR (NIC)
- C12 4'-0" (W) X 5'-0" (H) OVERHEAD ROLLING STEEL SECURITY DOOR
- C13 45 DEGREE POWERED BELT CURVE (RECONFIGURED ETD BASE LAYOUT) - PRELIMINARY FUTURE LAYOUT, NIC
- C14 GRAVITY ROLLER BED WITH LIFT-UP GATE (RECONFIGURED ETD BASE LAYOUT) - PRELIMINARY FUTURE LAYOUT, NIC
- C15 GRAVITY ROLLER BED (RECONFIGURED ETD BASE LAYOUT) - PRELIMINARY FUTURE LAYOUT, NIC
- C17 STRAIGHT POWERED GENERAL TRANSPORT BELT CONVEYOR (RECONFIGURED ETD BASE LAYOUT) - PRELIMINARY FUTURE LAYOUT, NIC
- C18 4'-0" (W) X 6'-0" (H) OVERHEAD ROLLING STEEL SECURITY DOOR - PRELIMINARY FUTURE LAYOUT, NIC
- C19 EXPLOSIVE DETECTION SYSTEM (EDS) BAGGAGE SCREENING DEVICE (EQUIPMENT BASIS OF DESIGN REVEAL CT-800T+) - PRELIMINARY FUTURE LAYOUT, NIC
- C20 POWERED QUEUE BELT CONVEYOR - PRELIMINARY FUTURE LAYOUT, NIC

Not Applicable

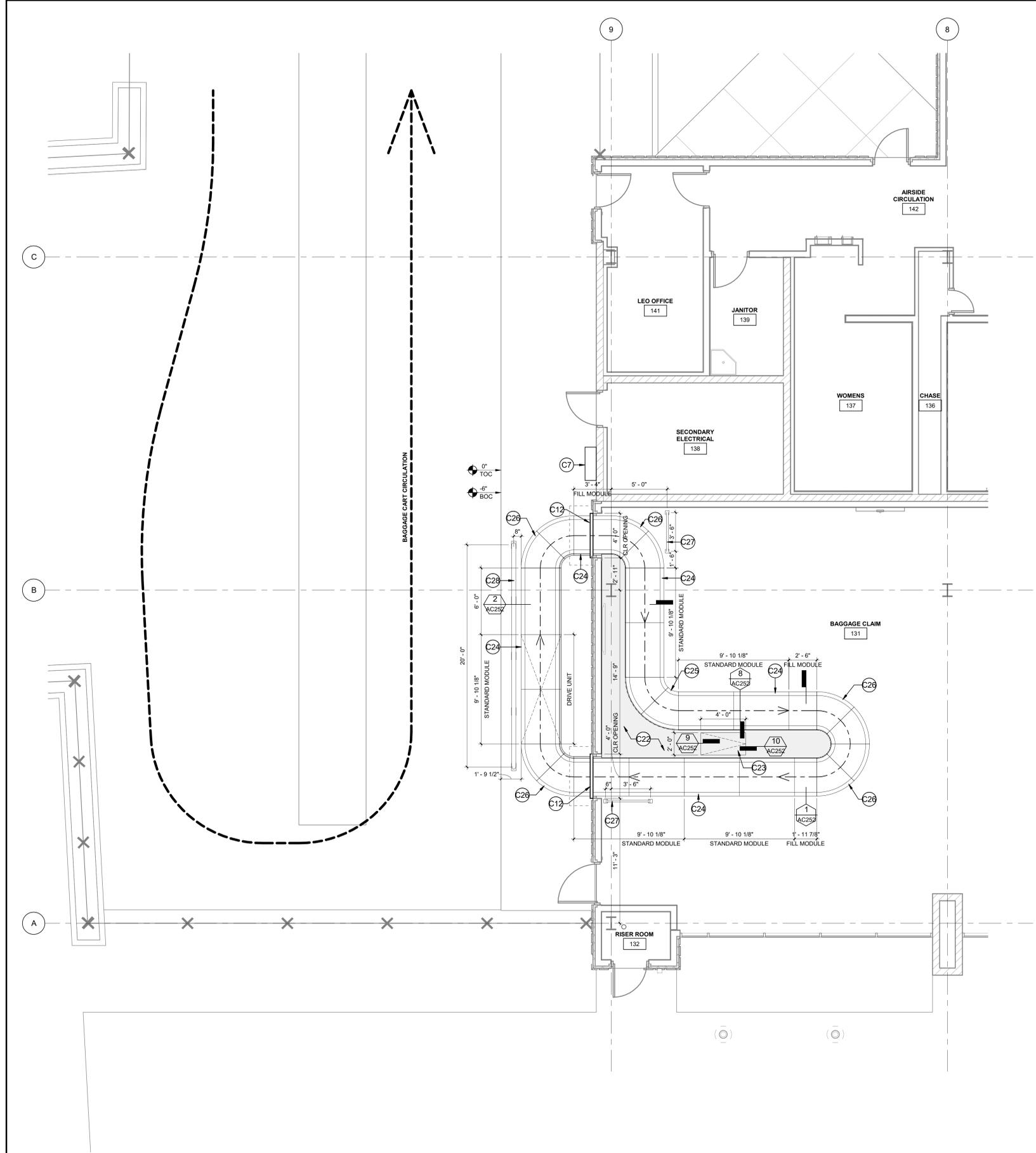
This Plan Sheet is Removed from Plan Set

**1 ENLARGED FLOOR PLAN - FUTURE OUTBOUND BAGGAGE**  
 1/4" = 1'-0"

REVISION	BY	DATE
CITY OF PRESCOTT PRESCOTT REGIONAL AIRPORT		
PRC PROJECT NO. 19603		DIBBLE PROJECT NO. 1018102.01
NEW TERMINAL CONVEYOR PACKAGE		
FUTURE OUTBOUND BAGGAGE		
DRN: Author	DES: Designer	CK: Checker
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19
SCALE: 1/4" = 1'-0"		AC201A



BID SET - 8/7/19



- KEYNOTE LEGEND**
- C7 MOTOR CONTROL PANEL (MCP)
  - C12 4'-0" (W) X 5'-0" (H) OVERHEAD ROLLING STEEL SECURITY DOOR
  - C22 FLAT PLATE BAGGAGE CAROUSEL PLATFORM
  - C23 PLATFORM ACCESS HATCH
  - C24 FLAT PLATE BAGGAGE CAROUSEL STRAIGHT MODULE
  - C25 FLAT PLATE BAGGAGE CAROUSEL INSIDE CURVE MODULE
  - C26 FLAT PLATE BAGGAGE CAROUSEL OUTSIDE CURVE MODULE
  - C27 STAINLESS STEEL 2" OD PEDESTRIAN CONTROL RAILING
  - C28 PAINTED STEEL PIPE GUARDRAIL PROTECTION SYSTEM

**1 ENLARGED FLOOR PLAN - INBOUND BAGGAGE**  
 1/4" = 1'-0"

REVISION	BY	DATE

CITY OF PRESCOTT  
 PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO. 19603      DIBBLE PROJECT NO. 1018102.01

**NEW TERMINAL CONVEYOR PACKAGE**

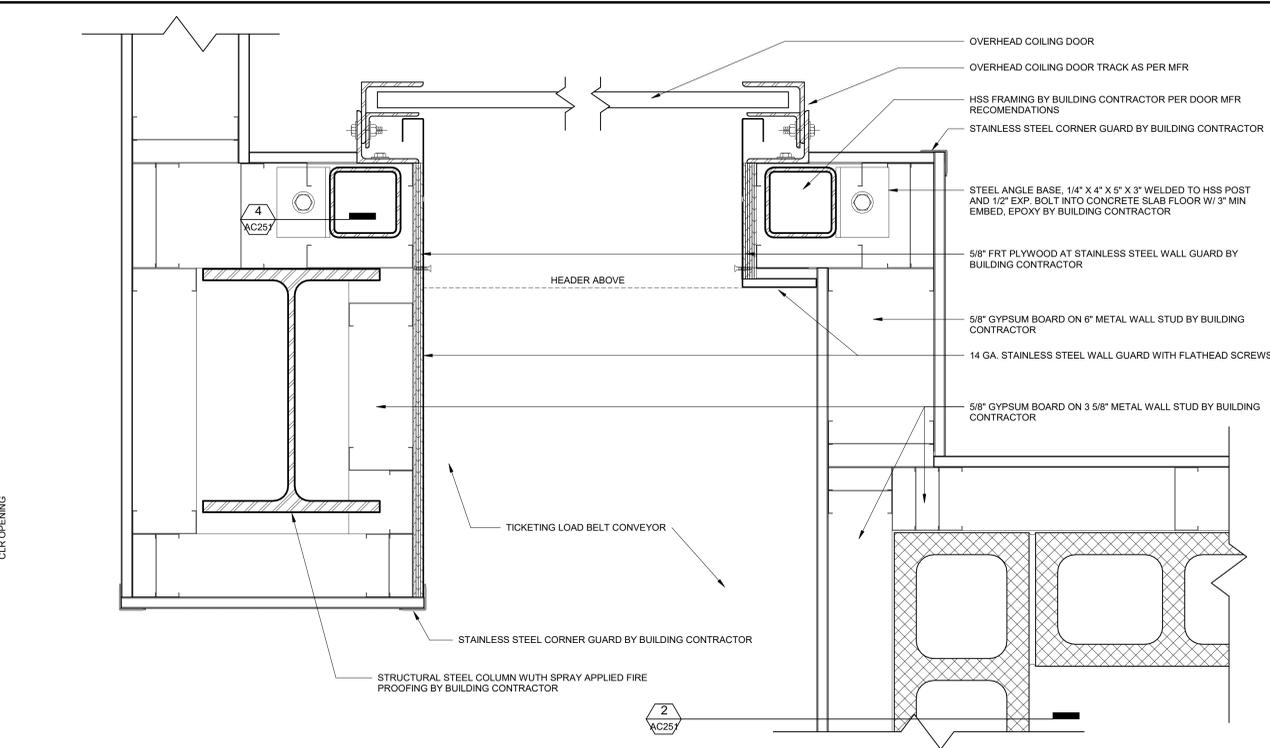
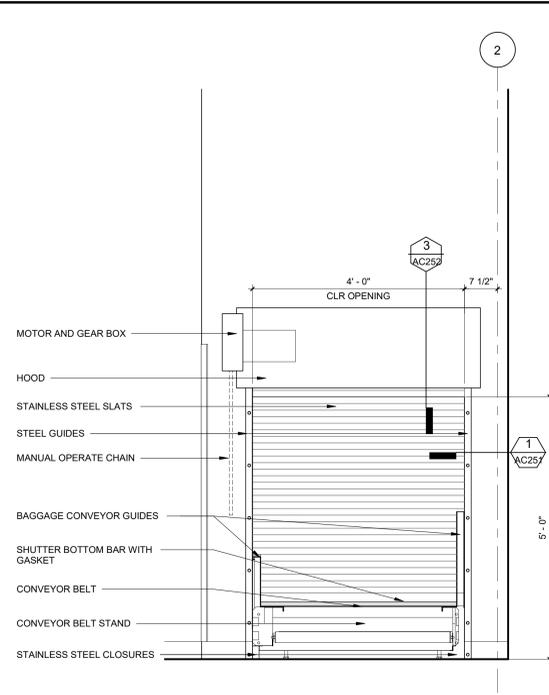
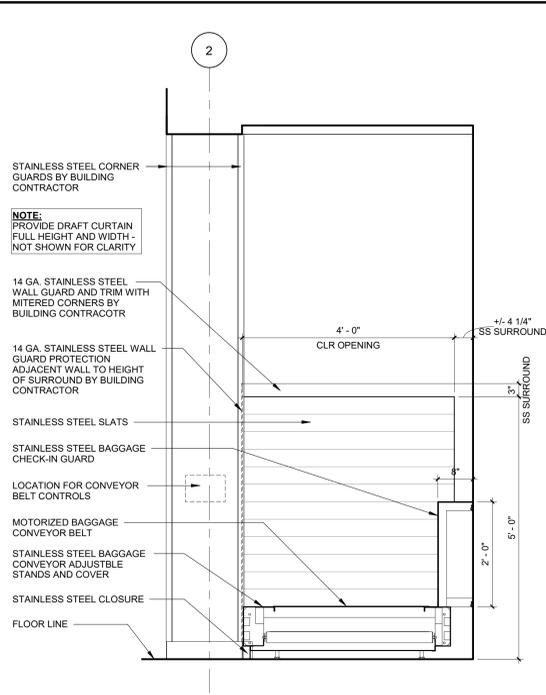
**INBOUND BAGGAGE ENLARGED FLOOR PLAN**

DRN: Author	DES: Designer	CK: Checker	DRIVING	SHEET
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19	AC202	

SCALE: 1/4" = 1'-0"



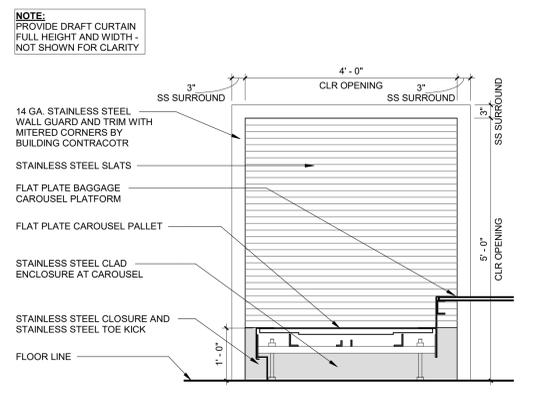
BID SET - 8/17/19



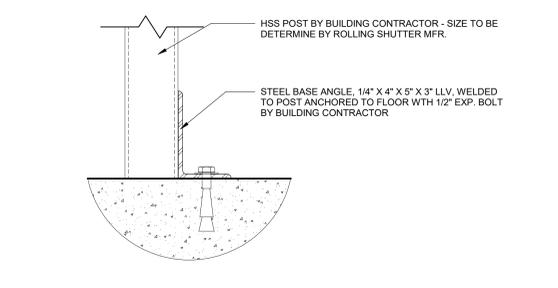
10 TICKETING SHUTTER ELEV (PUBLIC)  
3/4" = 1'-0"

7 TICKETING SHUTTER ELEV (SERVICE)  
3/4" = 1'-0"

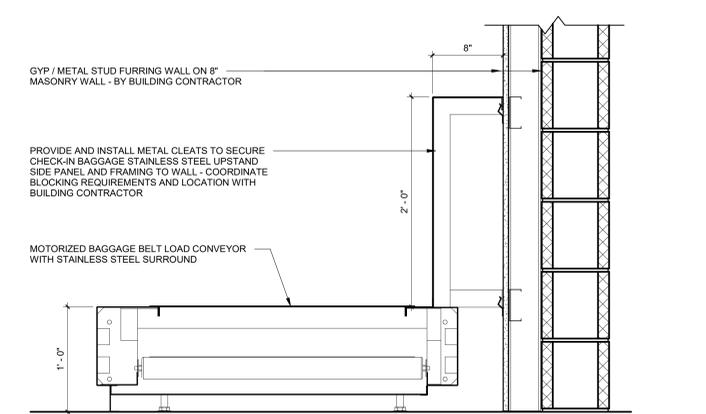
1 OVHD COILING DOOR JAMB (INTERIOR)  
3" = 1'-0"



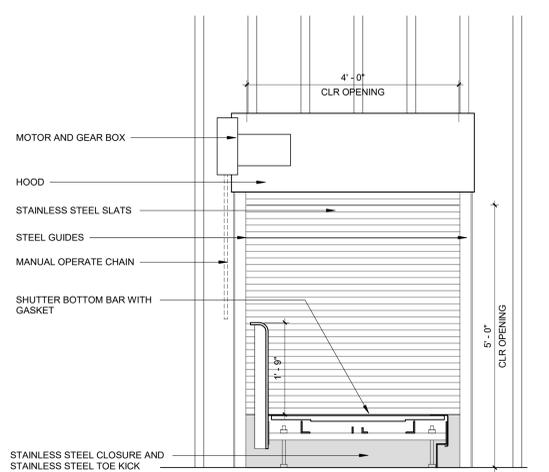
8 FLAT PLATE SHUTTER ELEV (PUBLIC)  
3/4" = 1'-0"



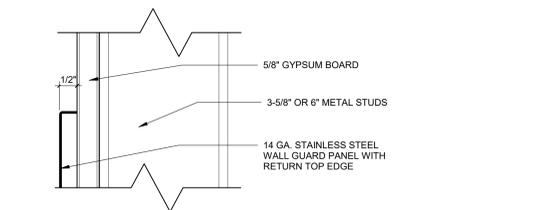
4 POST DETAIL  
3" = 1'-0"



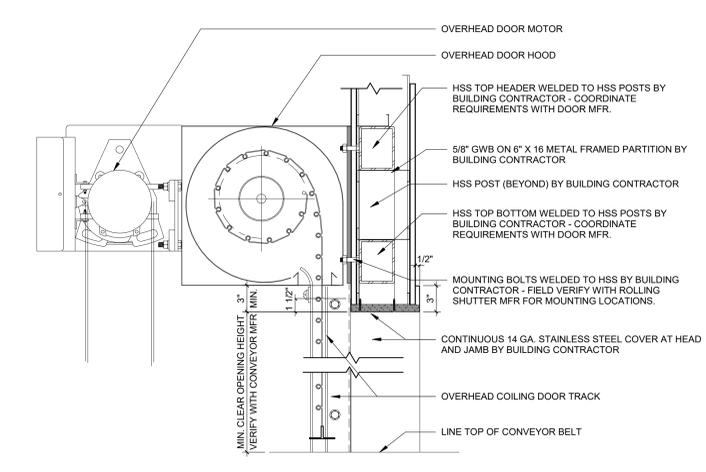
2 TYP TICKETING LOAD BELT SECTION  
1 1/2" = 1'-0"



9 FLAT PLATE SHUTTER ELEV (SERVICE)  
3/4" = 1'-0"



5 WALL GUARD EDGE  
6" = 1'-0"



3 OVHD DOOR HEAD (INTERIOR)  
1 1/2" = 1'-0"

AS BUILT DATE

**Dibble Engineering**

35786 SANDRA M. KUKLA

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2333 North Central Avenue  
Phoenix, Arizona 85004  
602.264.9731  
dw architects.com

REVISION	BY	DATE

CITY OF PRESCOTT  
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO. 19603 | DIBBLE PROJECT NO 1018102.01

NEW TERMINAL CONVEYOR PACKAGE

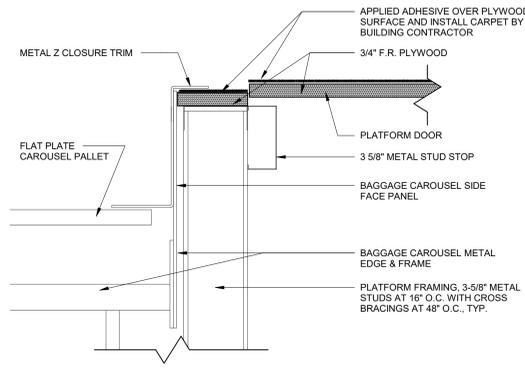
CONVEYOR DETAILS

DRN: Author | DES: Designer | CK: Checker  
DATE: 08/07/19 | DATE: 08/07/19 | DATE: 08/07/19

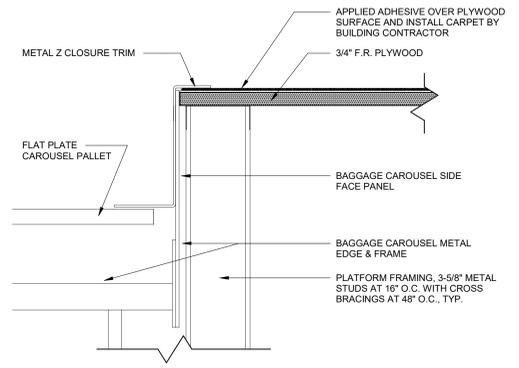
SCALE: As indicated | AC251

Call at least two full working days before start of work  
**ARIZONA 811**  
Arizona 811  
1-800-878-8849  
In Maricopa County: (602) 264-1100

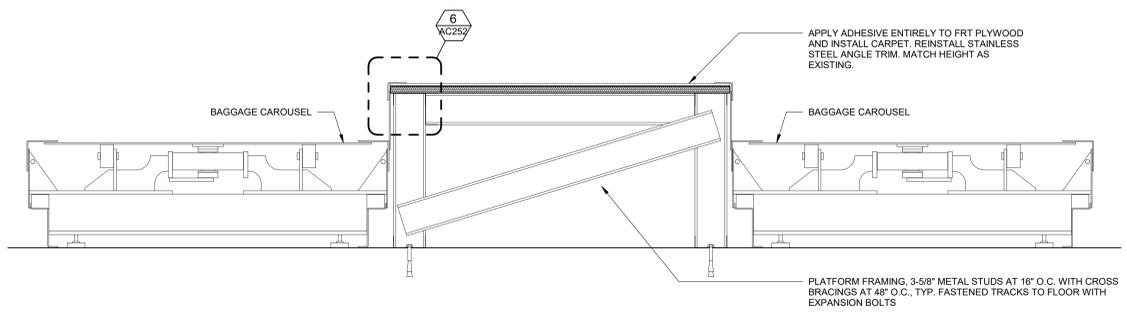
BID SET - 8/7/19



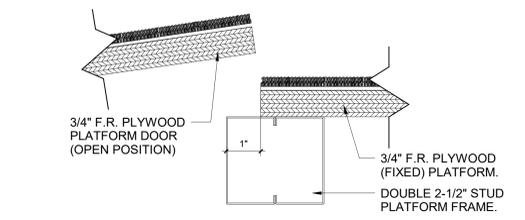
**8 CARPET EDGE W/ DOOR**  
3" = 1'-0"



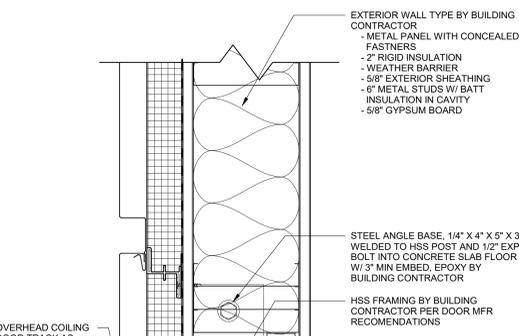
**6 CARPET EDGE**  
3" = 1'-0"



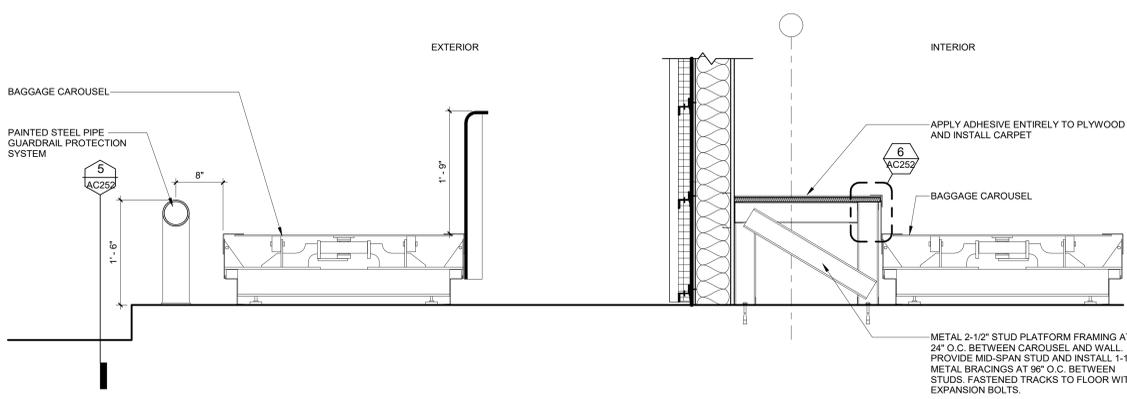
**1 FLATE PLATE CAROUSEL SECTION (MID)**  
1 1/2" = 1'-0"



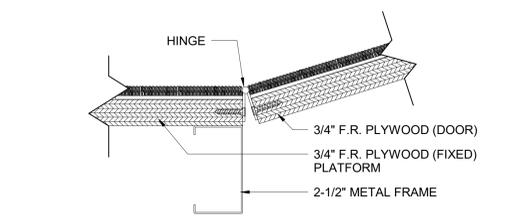
**9 PLATFORM ACCESS PANEL STOP**  
6" = 1'-0"



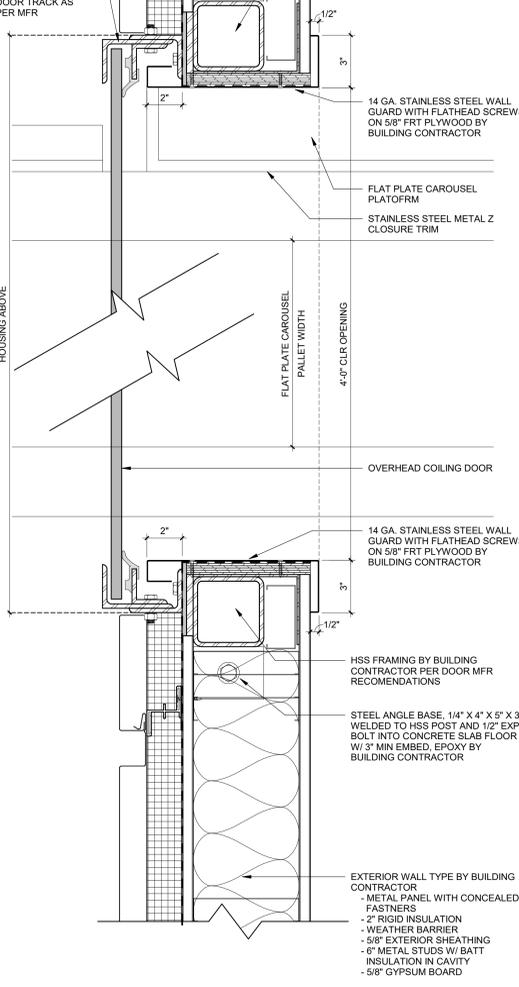
**7 FLAT PLATE COILING DOOR JAMB**  
3" = 1'-0"



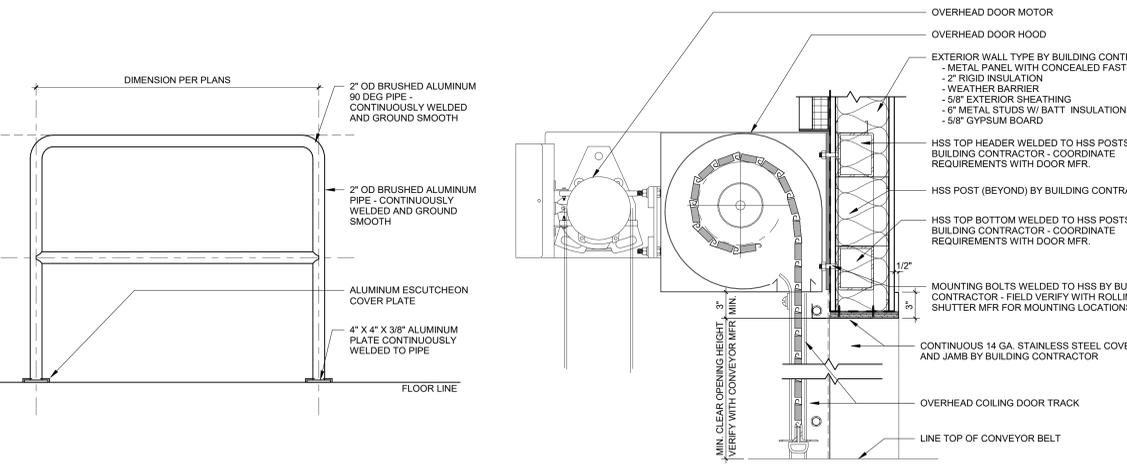
**2 FLAT PLATE CAROUSEL SECTION (EXT WALL)**  
1" = 1'-0"



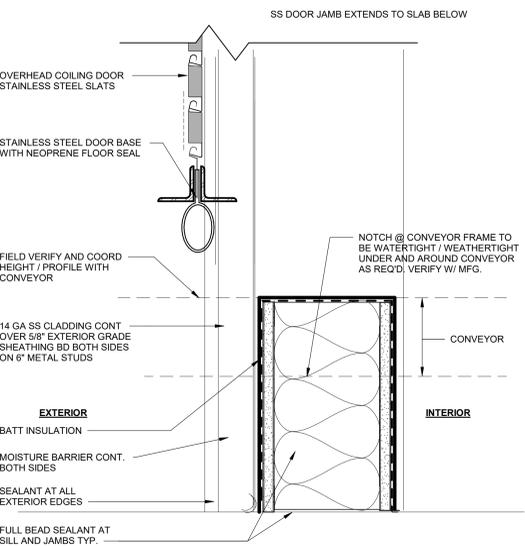
**10 CONTINUOUS HINGE DETAIL**  
6" = 1'-0"



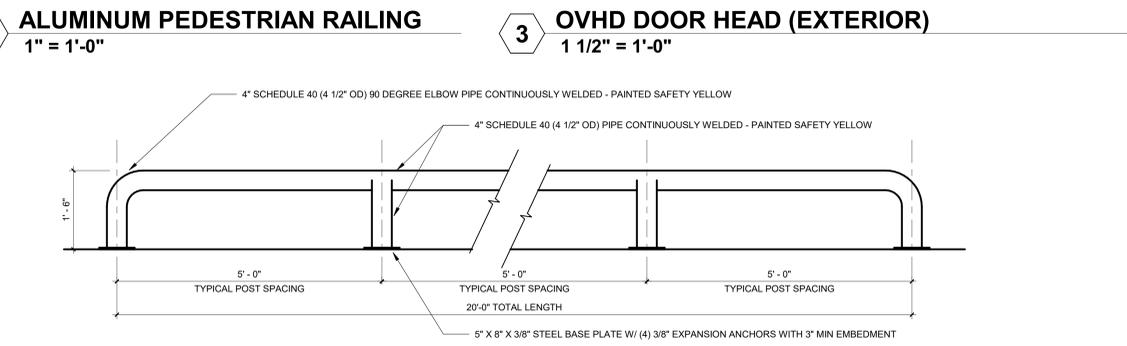
**5 PAINTED STEEL PIPE GUARDRAIL PROTECTION SYSTEM**  
3/4" = 1'-0"



**3 OVHD DOOR HEAD (EXTERIOR)**  
1 1/2" = 1'-0"



**11 SS CLAD PONY WALL**  
3" = 1'-0"



**4 ALUMINUM PEDESTRIAN RAILING**  
1" = 1'-0"

REVISION	BY	DATE
CITY OF PRESCOTT PRESCOTT REGIONAL AIRPORT		
PRC PROJECT NO. 19603		DIBBLE PROJECT NO 1018102.01
NEW TERMINAL CONVEYOR PACKAGE		
CONVEYOR DETAILS		
DRN: Author	DES: Designer	CK: Checker
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19
SCALE: As indicated	AC252	

BID SET - 8/7/19





**GENERAL NOTES**

- A. EXACT LOCATIONS OF EQUIPMENT TO BE COORDINATED WITH CONVEYOR DRAWINGS PRIOR TO ROUGH-IN OF ANY CONDUITS.
- B. EXACT REQUIREMENTS OF EQUIPMENT TO BE COORDINATED WITH CONVEYOR AND DOOR MANUFACTURERS.

**KEYED NOTES (1)**

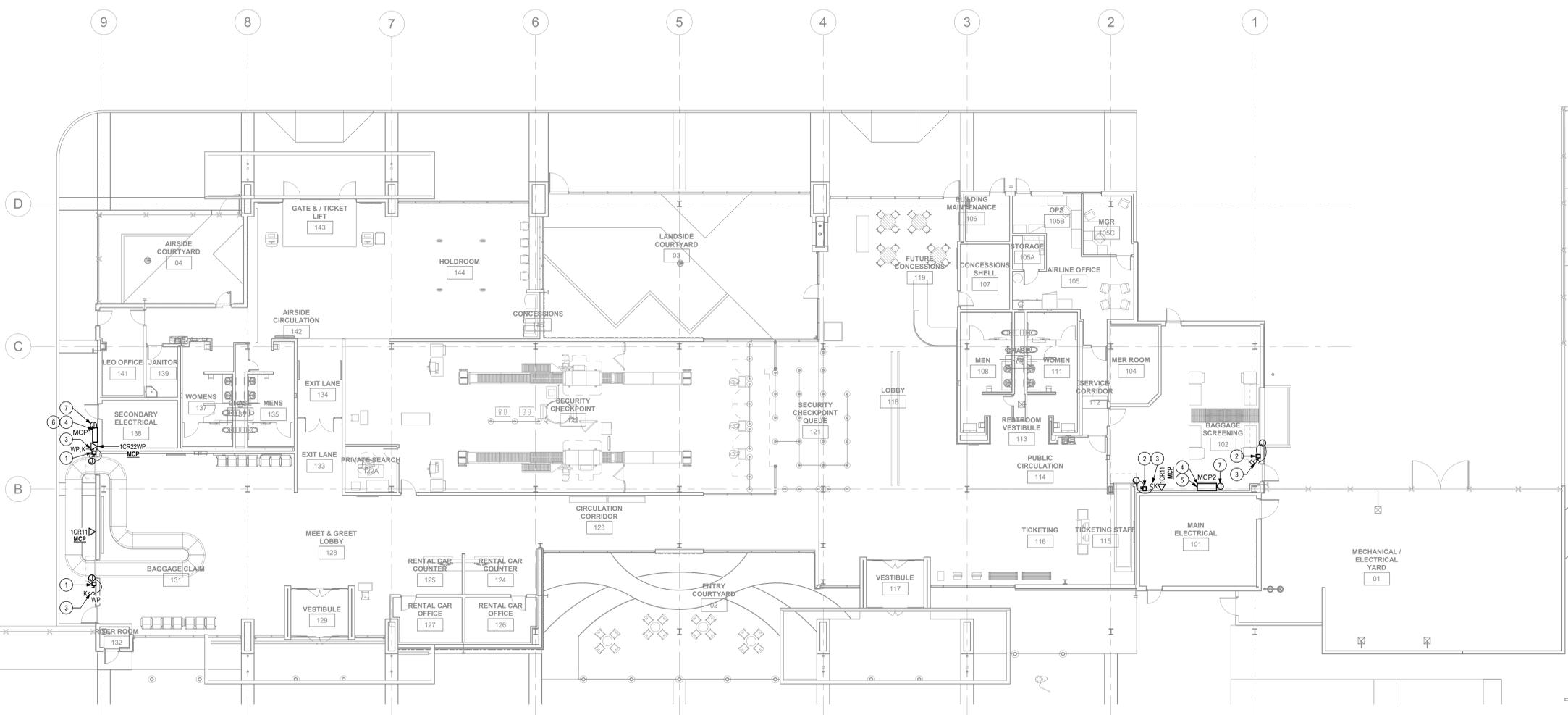
1. 480V/3P, 30A HEAVY DUTY NEMA 3R DISCONNECT WITH 15A LPS-RK FUSES FOR CONNECTION TO MOTORIZED OVERHEAD DOOR. DISCONNECT AND WIRING WILL BE PROVIDED BY GENERAL CONTRACTOR. INTERLOCKING WITH CONVEYOR SYSTEM BY CONVEYOR CONTRACTOR.
2. 480V/3P, 30A HEAVY DUTY NEMA 1 DISCONNECT WITH 15A LPS-RK FUSES FOR CONNECTION TO MOTORIZED OVERHEAD DOOR. DISCONNECT AND WIRING WILL BE PROVIDED BY GENERAL CONTRACTOR. INTERLOCKING WITH CONVEYOR SYSTEM BY CONVEYOR CONTRACTOR.
3. BACK BOX FOR KEYED OVERHEAD DOOR OPERATION SWITCH. OPERATION SWITCH DEVICE TO BE PROVIDED BY DOOR MANUFACTURER. OUTDOOR SWITCH DEVICES TO BE WEATHERPROOF. COORDINATE EXACT CONTROL REQUIREMENTS WITH MANUFACTURER. COORDINATE EXACT LOCATION WITH ARCHITECT PRIOR TO ROUGH-IN.
4. NEW MCP WILL BE PROVIDED BY CONVEYOR CONTRACTOR. MCP1 TO HAVE NEMA 3R RATED ENCLOSURE. MCP2 TO HAVE NEMA 1 RATED ENCLOSURE. REFER TO ONLINE FOR FURTHER REQUIREMENTS.
5. 480V/3P, 80A CONNECTION FOR BAGGAGE HANDLING SYSTEM MCP. REFER TO ONLINE FOR FURTHER INFORMATION.
6. 480V/3P, 80A CONNECTION FOR BAGGAGE HANDLING SYSTEM MCP. REFER TO ONLINE FOR FURTHER INFORMATION.
7. 120V/1P, 20A CONNECTION FOR BAGGAGE HANDLING SYSTEM MCP.

AS BUILT DATE

**Dibble Engineering**

**DWL ARCHITECTS+**

DWL PROJECT NO. 1834.00  
2333 North Central Avenue  
Phoenix, Arizona 85004  
602.264.9731  
dwlarchitects.com



REVISION	BY	DATE

**CITY OF PRESCOTT  
PRESCOTT REGIONAL AIRPORT**

PRC PROJECT NO. 19603      DIBBLE PROJECT NO. 1018102.01

**NEW TERMINAL CONVEYOR PACKAGE**

**TERMINAL CONVEYOR PLAN POWER**

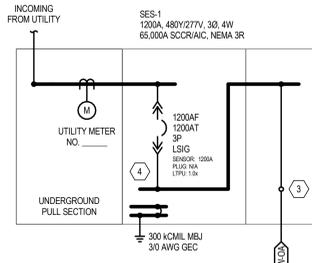
DRN: ESZ	DES: ELB	CK: AJB	DRAWING	SHEET
DATE: 08/07/19	DATE: 08/07/19	DATE: 08/07/19	EC501	

**ELECTRICAL POWER PLAN - FIRST FLOOR**

3/32" = 1'-0"



BID SET - 8/7/19



### KEYED NOTES (K)

- INDICATES SCOPE OF WORK FOR CURRENT PHASE.

### PLAN NOTES (P)

- CAN STYLE CONNECTORS ACCESSIBLE VIA WEATHERPROOF (IN-USE) DOOR AS WELL AS PHASE, NEUTRAL, AND GROUND BUS TERMINATIONS TO ACCOMMODATE TWO-HOLE TONGUE LUGS.
- PROVIDE PERMANENT PLAQUE INDICATING PHASE ROTATION AND BONDING REQUIREMENTS FOR THE TEMPORARY GENERATOR IN COMPLIANCE WITH NEC 700.3(F).
- TERMINATIONS FOR UP TO (4) 600 KCMIL PER PHASE (TWO-HOLE COMPRESSION LUGS).
- OVERCURRENT DEVICE IS A PART OF A SELECTIVELY COORDINATED SYSTEM.
- FUSIBLE COORDINATION PANEL.
- BREAKER PROVIDED WITH CONTACT TO REMOTELY ANNUNCIATE THE PERMANENT GENERATOR SOURCE HAS BEEN DISCONNECTED PER NEC 700.3(F)(5), CONNECTED TO SPARE INPUT ON THE GENERATOR ANNUNCIATOR.
- BARRIER REQUIRED PER NEC 700.10 (B).

WORK TYPE KEY	
NEW	—————
EXISTING	-----
DEMOLITION	-----
FUTURE	-----

AS BUILT DATE

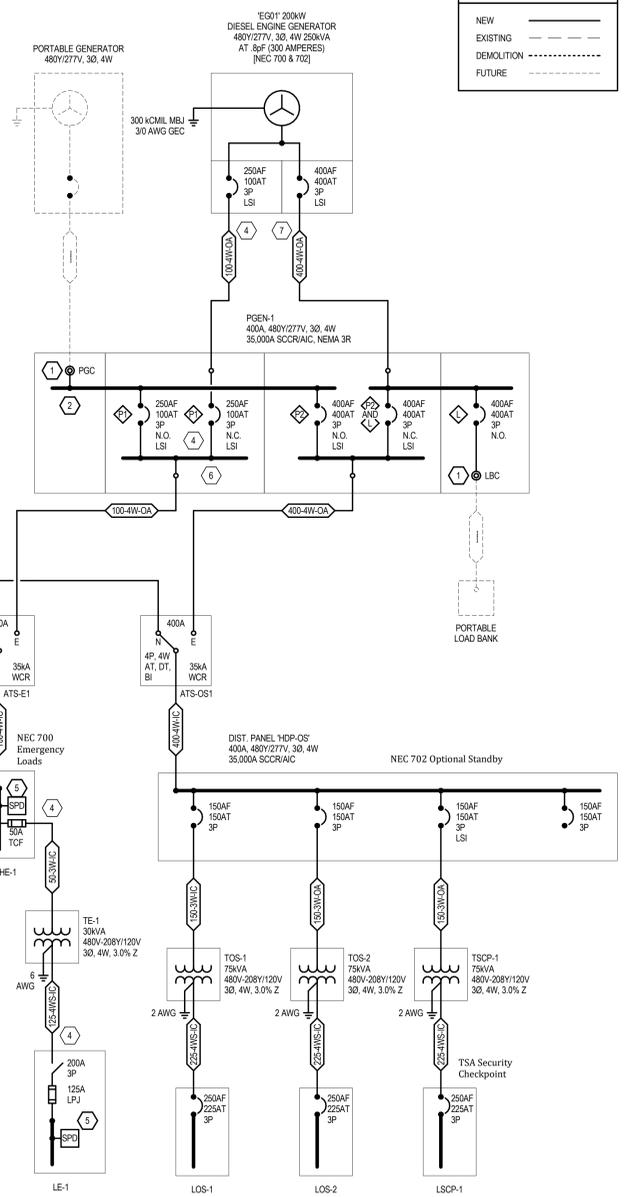
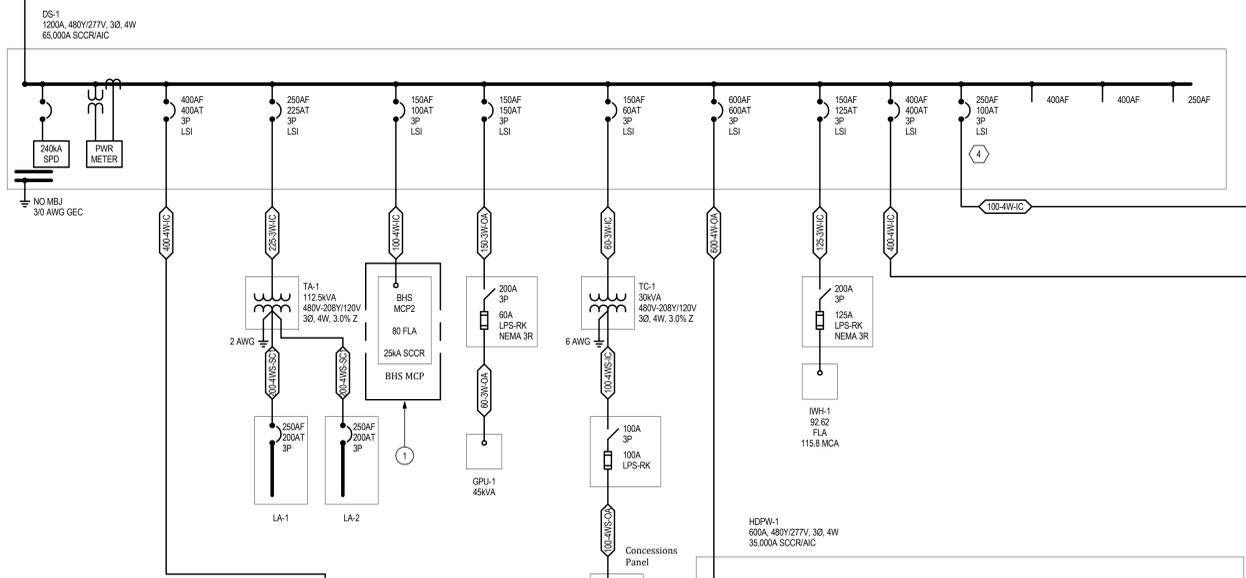
**Dibble Engineering**

PROFESSIONAL ENGINEER  
43661  
ADAM J. BAGBY

DWL PROJECT NO. 1834.00

**DWL ARCHITECTS+**

2333 North Central Avenue  
Phoenix Arizona 85004  
602.264.9731  
dwlarchitects.com



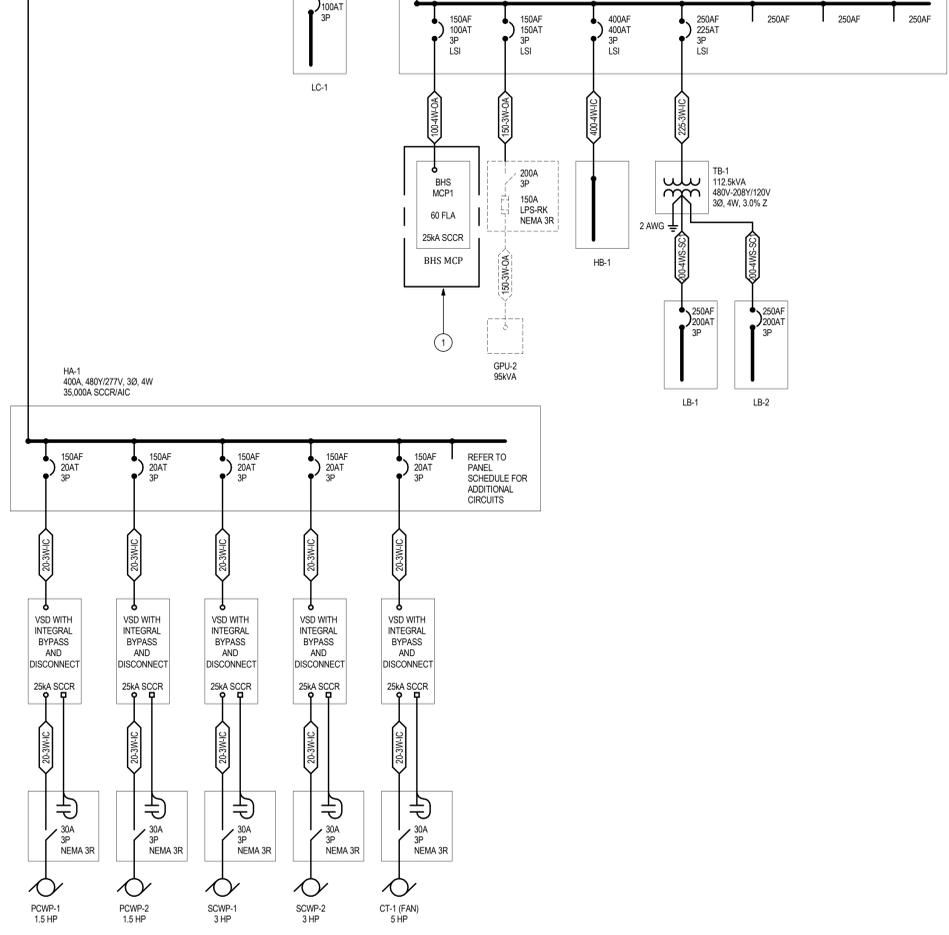
### FEEDER SCHEDULE

TAG	FEEDER DESCRIPTION	NOTES
1200-4W-OA	(4) 3 1/2", EACH WITH (3) 500 KCMIL, (1) 500 KCMIL NEUTRAL, AND (1) 4/0 AWG GND.	↑
600-4W-OA	(2) 3 1/2", EACH WITH (3) 500 KCMIL, (1) 500 KCMIL NEUTRAL, AND (1) 2/0 AWG GND.	↑
400-4W-IC	(2) 2", EACH WITH (3) 3/0 AWG, (1) 3/0 AWG NEUTRAL, AND (1) 2 AWG GND.	
400-4W-OA	(2) 2 1/2", EACH WITH (3) 4/0 AWG, (1) 4/0 AWG NEUTRAL, AND (1) 1 AWG GND.	↑
225-3W-IC	(3) 4/0 AWG, AND (1) 4 AWG GND IN 2".	
225-4WS-IC	(3) 4/0 AWG, (1) 4/0 AWG NEUTRAL, AND (1) 2 AWG GND IN 2 1/2".	
150-3W-IC	(3) 1/0 AWG, AND (1) 6 AWG GND IN 1 1/2".	
150-3W-OA	(3) 2/0 AWG, AND (1) 4 AWG GND IN 1 1/2".	↑
125-4WS-IC	(3) 1/0 AWG, (1) 1/0 AWG NEUTRAL, AND (1) 6 AWG GND IN 2".	
125-4W-IC	(3) 1/0 AWG, (1) 1/0 AWG NEUTRAL, AND (1) 6 AWG GND IN 2".	
100-4W-IC	(3) 1 AWG, (1) 1 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/2".	
100-4WS-IC	(3) 1 AWG, (1) 1 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/2".	
100-4W-OA	(3) 1 AWG, (1) 1 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/2".	
100-4WS-OA	(3) 1 AWG, (1) 1 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/2".	
80-4W-OA	(3) 2 AWG, (1) 2 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/4".	
70-4W-OA	(3) 4 AWG, (1) 4 AWG NEUTRAL, AND (1) 8 AWG GND IN 1 1/4".	
60-3W-IC	(3) 4 AWG, AND (1) 10 AWG GND IN 1".	
60-3W-OA	(3) 4 AWG, AND (1) 10 AWG GND IN 1".	
50-3W-IC	(3) 6 AWG, AND (1) 10 AWG GND IN 1".	
125-3W-IC	(3) 1/0 AWG, AND (1) 6 AWG GND IN 1 1/2".	
20-3W-IC	(3) 12 AWG, AND (1) 12 AWG GND IN 3/4".	
200-4WS-SC1	(3) 3/0 AWG, (1) 3/0 AWG NEUTRAL, AND (1) 2 AWG GND IN 2".	

CONDITION ABBREVIATIONS	
IC	INDOOR, CONDUIT IN AIR
NL	INDOOR, NON-LINEAR LOADS (NOTE 1)
OA	OUTDOOR, 50°C AMBIENT, OTHER THAN ROOFTOPS (NOTE 1)
RT	OUTDOOR, 50°C AMBIENT, MIN. 3.5' ABOVE ROOFTOP (NOTE 1)

NOTES	
1	AMPACITY ADJUSTMENT BASED ON 90°C AMPACITY IN ACCORD WITH NEC 110.14(C).
•	USING "NEXT HIGHER STANDARD OVERCURRENT DEVICE RATING" (ABOVE THE AMPACITY OF THE CONDUCTORS BEING PROTECTED) RULE IN ACCORD WITH NEC 240.4(B).
↑	UPSIZED BASED ON "CIRCULAR MIL AREA OF THE UNGROUNDED CONDUCTORS" PER 250.122(B).
‡	GROUND SIZE "NOT (-)" REQUIRED TO BE LARGER THAN THE CIRCUIT CONDUCTORS SUPPLYING THE EQUIPMENT IN ACCORD WITH NEC 250.122.



REVISION	BY	DATE

CITY OF PRESCOTT  
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO. 19603 | DIBBLE PROJECT NO. 1018102.01

NEW TERMINAL CONVEYOR PACKAGE

ELECTRICAL ONE-LINE DIAGRAMS

DRN: ESZ | DES: ELB | CK: AJB | DRWING | SHEET  
DATE: 08/07/19 | DATE: 08/07/19 | DATE: 08/07/19  
SCALE: 1/2" = 1'-0" | EC801



BID SET - 8/7/19

# KEYED NOTES (K)

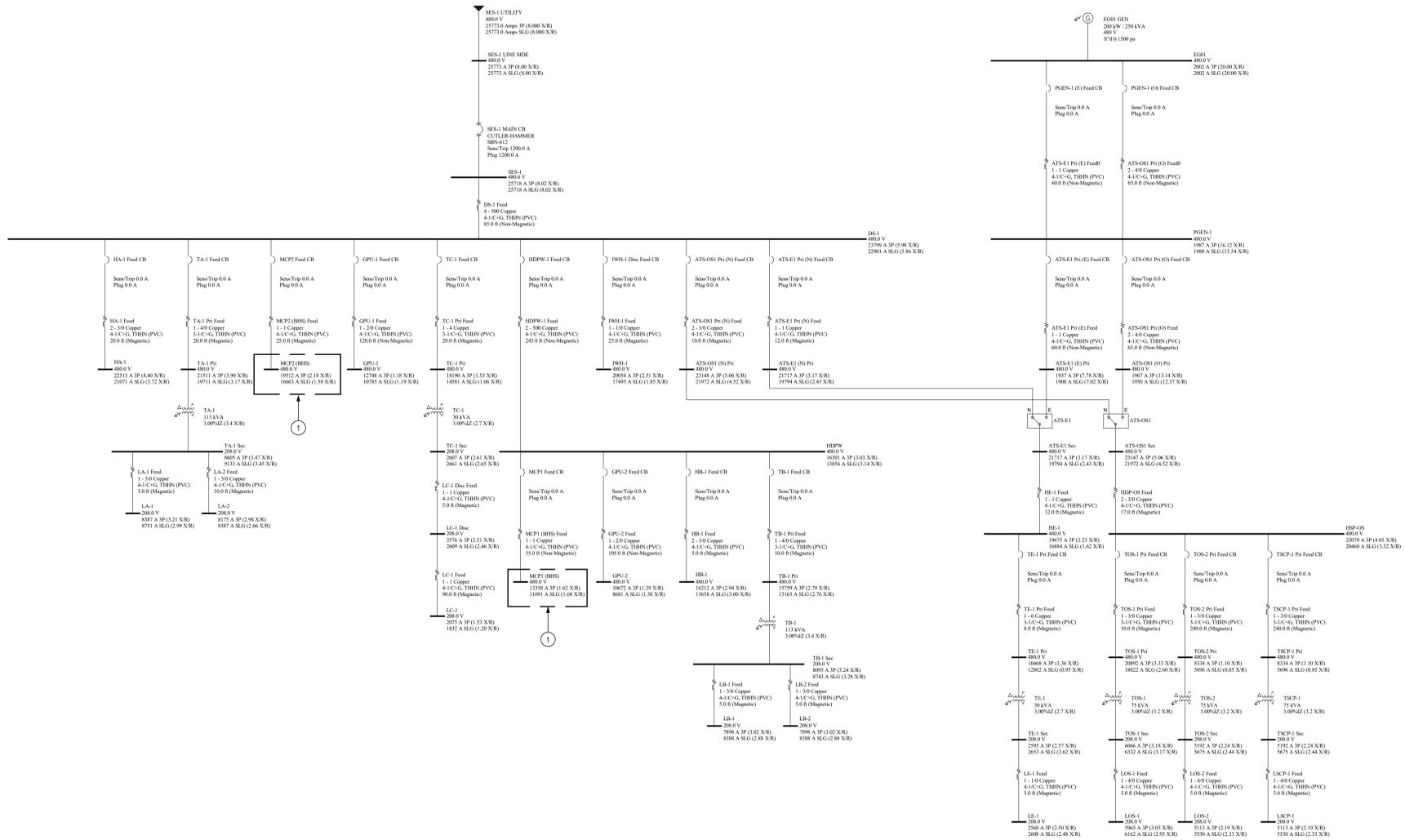
1. INDICATES SCOPE OF WORK FOR CURRENT PHASE.

AS BUILT DATE

**Dibble**  
Engineering



DWL PROJECT NO. 1834.00  
**DWL**  
ARCHITECTS+  
2333 North Central Avenue  
Phoenix, Arizona 85004  
602.264.9731  
dwlarchitects.com



## 1 SHORT CIRCUIT FAULT CALCULATION

N.T.S.

REVISION	BY	DATE

CITY OF PRESCOTT  
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO. 19603 DIBBLE PROJECT NO. 1018102.01

NEW TERMINAL CONVEYOR PACKAGE

ELECTRICAL CALCULATIONS

DRN: ESZ DES: ELB CK: AJB DRAWING SHEET

DATE: 08/07/19 DATE: 08/07/19 DATE: 08/07/19

SCALE: 12" = 1'-0" EC901



BID SET - 8/7/19

## **EXHIBIT B**

### **FEDERAL LABOR PROVISIONS FOR CONTRACTS**

Each sponsor entering into a construction contract over \$2,000 for an Airport development project is required to insert in the contract the following provisions from 29 CFR 5.5. Each contractor is to include these provisions in each construction subcontract.

#### **A. Minimum Wages**

- 1i. All laborers and mechanics employed or working upon the site of the work, shall be paid unconditionally not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage 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 subparagraph A-4 below; 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 paragraph 2.13. Laborers and mechanics performing work in more than one 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 a. (2) of this section) and the Davis -Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- 2i. 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:
  - (a) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (d) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
1. 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 when appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
  2. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140)
  3. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2) (ii) or (iii) 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.
  3. 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.
  4. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**B. Withholding**

The FAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the Contract, the FAA may, after written notice to the contractor, sponsor, applicant, or City, 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.

**C. Payrolls and Basic Records**

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph a (4) of this clause that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)
2. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicant, sponsor, or City, as the case may be, for transmission to

the FAA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph c (1) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149).

3. 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:
  - (a) That the payroll for the payroll period contains the information required to be maintained under paragraph C.1 above and that such information is correct and complete;
  - (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in regulations, 29 CFR Part 3;
  - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
4. 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 C.2.ii of this section.
5. 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.
6. The Contractor or Subcontractor shall make the records required under paragraph C.1 of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the FAA 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, FAA may, after written notice to the contractor, sponsor, applicant or City 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.

#### D. Apprentices and Trainees

1. Apprentices. Apprentices will be permitted to work 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 for the apprentice's level of progress, shall be 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.
2. 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 jobsite 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 journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage 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 of work demanded until an acceptable program is approved.

3. 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.
- E. 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.
- F. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in paragraphs A. through I. of this contract and such other clauses as the FAA may by appropriate instructions, require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- G. Contract Termination: Debarment. A breach of the Contract clauses in paragraphs A. through J. of this clause, and A. through E. of the second clause below may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- H. 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.
- I. Disputes Concerning Labor Standards. Disputes arising out of 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.

J. Certification of Eligibility

1. By entering into this Contract, the Contractor certifies that neither it 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)
4. 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).
5. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I. The following clauses in paragraphs A., B., C., D., and E. below, required by the Contract Work Hours and Safety Standards Act, will also be inserted in full in AIP construction contracts in excess of \$2,000 in addition to the clauses required by 29 CFR 5.5(a) 4.6 of Part 4 of Title 29. As used in the following, the term "laborers" and "mechanics" include watchmen and guards.

- A. Overtime Requirements. No Contractor or Subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic 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, whichever is greater.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set form in paragraph A. above, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A. above.
- C. Withholding for Unpaid Wages and Liquidated Damages. The FAA or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to

the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B. above.

D. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph A. through D. and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A. through D.

E. Working Conditions. No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

II. In addition to the provisions in I. and II. above for contracts in excess of \$2,000, the following is to be included in all contracts for work on airport development projects involving labor:

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 C

### FAA GENERAL CONDITIONS

#### 1.1 FAA GENERAL CONDITIONS

- A. This contract is under and subject to Executive Order 11246, as amended on September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, specifications and bid documents.
- B. All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in the specifications.
- C. Each bidder must complete, sign and furnish with his bid the statement entitled "Bidder's Statement on Previous Contracts Subject to EEO Clause", the statement entitled "Certification of Non-segregated Facilities", and "Assurance of Disadvantaged Business Participation", if applicable.
- D. Required Notices for all Contracts.
  - 1. The bidder (proposer) must supply all the information required by the proposal forms and specifications.
  - 2. The appropriate sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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 award.
- E. Requirement Notices for Contracts Over \$10,000. (See Appendix 5, Paragraph 1 for Affirmative Action Plan Requirements.) The regulations and orders of the Secretary of Labor, Office of Federal Contract Compliance Programs (OFCCP) require that the sponsor and/or his contractor(s) include in Invitation for Bids (IFB) or negotiations for contracts over \$10,000 the following notices:
  - 1. Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCCP, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other non-federally involved contracts in the area geographically defined in the plan.
  - 2. The proposed contract is under and subject to Executive Order 11246, as amended, on
    - 1) September 24, 1965, and to the EEO clause; and

3. The successful bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the specifications.
4. A bidder must indicate whether he has previously had a contract subject to the EEO clause, whether he has filed all report forms required in such contract, and if not, a compliance report (Standard Form SF 100) must be submitted with this bid.
5. Contractor and subcontractors may satisfy requirements of the EEO contract clause by stating in all solicitations of advertisements for employees that:

“All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.” or by using a single advertisement in which appears in clearly distinguished type, the phrase:

“an equal opportunity employer.”

F. Required Notice for Contracts with 50 or More Employees and a Contract of \$50,000 or More. (See appendix 4, Paragraph 1 for Affirmative Action Plan Requirements)

In the Invitation for Bids relating to contracts of \$50,000 or more, the sponsor shall give notice that a contractor having 50 or more employees and first tier subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written Affirmative Action Compliance Program for each of its establishments (state and local governments are exempt). Invitation for Bids shall also include the following:

1. Within 30 days after award of this contract, the contractor must file a Compliance Report (SF 100) if the contractor has not submitted a complete Compliance Report within 12 months preceding the date of award.
2. State and local governments are exempt from the requirements of filing an annual Compliance Report (SF 100).
3. The contractor shall require the subcontractor on any first tier subcontracts to file a SF 100 within 30 days after award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request. The SF 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee  
1800 G. Street, N W  
Washington, D.C. 20506

G. Required Notice for Contracts in Excess of \$100,000. Advertisement for bids must include:

The requirement for a bid guarantee from each bidder equivalent to 10 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

H. Bonding Clauses for Construction Contracts and Subcontracts in Excess of \$100,000.

1. The contractor agrees to furnish a performance bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. The contractor agrees to furnish a payment bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Note: For contracts of \$100,000 and less, local requirements should be met.

I. Notice to Prospective Contractors and Subcontractors of Requirement for Certification of Nonsegregated Facilities.

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

J. Clean Air and Water Pollution Control Requirements for All Construction Contracts and Subcontracts Exceeding \$100,000.

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
2. To comply with all the requirements of Section 114 of the Clean Air Act, and Section 308 of the Federal Water Pollution Control Act, and all regulations issued there under.

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

11. Buy American Requirement:

Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

## **EXHIBIT D**

### **BUY AMERICAN PREFERENCE**

#### **Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) Projects**

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American Conformance List.

The AIP funded portion of a project includes the grant recipient's local share.

#### **Types of Waivers**

There are four types of waivers to Buy American;

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient Quantity OR quality);
3. 0% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

#### **Nationwide Waiver**

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the [www.faa.gov](http://www.faa.gov) website at the following address:

[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/) by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

### **Who can Issue Waivers**

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

### **Defining the Project, Facility and Equipment, and Final Assembly Location in the 60% / US final assembly waiver**

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the facility or equipment are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.” The correct application of the terms is discussed below.

#### **Project**

The "**Project**" is generally the project that is being bid. The "Project" does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

#### **Facility or Equipment**

For a building, the portion of the building that is being funded under the AIP or AKRA grant is the "**facility**" listed in the waiver.

For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the "**equipment**" referred to in the waiver except for airfield electrical equipment.

For airfield electrical equipment, the "L-" items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the "**equipment**" referred to in the waiver.

For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the "**equipment.**"

## Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

For any project other than a building project, the final assembly location is the location where the equipment is assembled, not the project site itself.

For a building, the final assembly location is the airport building site.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

### **Common Materials that are waived or excluded from Buy American – Cement, Concrete, Asphalt and Steel**

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition - Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

### **FAA Waiver**

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project - not a nationwide waiver.**

### **What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)**

For waiver type 3, a waiver can be considered if "at least 60% of the cost of the components and subcomponents in the facility or equipment are produced in the United States and the final assembly of the facility or equipment has occurred in the United States."

Grant recipients must request waivers from FAA in writing, with sufficient supporting information. Grant recipients are responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor's supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number.
- Project Name.
- Airport Name.
- Total Project Cost.
- Total Equipment or Bid Item Cost for which the waiver is being requested.
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested.
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item (not the airport site).
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested.
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested.
- The resulting percent of US and non-US components.

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested.
- The manufacturer and country of origin of the US and non-US materials that will be used in the building.
- For a building, the location of the final assembly is the airport site.
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested.
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested.
- The resulting percent of US and non-US components.

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

## **Sample Letter of Approval of Waiver:**

When FAA is satisfied that a waiver may be issued based on the 60% / US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a \*.pdf copy of the signed letter and an editable copy of the letter.

Prescott Regional Airport  
AIP-Project No, X-XX-XXXX-XX  
Project Name  
Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e. L-831 Transformers  
Manufacturer:  
Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

## **Common Misconceptions**

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

## **Text of Buy American statute from 49 United States Code §50101**

§ 50101. Buying goods produced in the United States

(a) Preference. The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. The Secretary may waive subsection (a) of this section if the Secretary finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) when procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title—

(A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

(B) final assembly of the facility or equipment has occurred in the United States; or

(4) including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs. In this section, labor costs involved in final assembly are not included in calculating the cost of components.

## **EXHIBIT E**

### **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**

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## **Appendix A – CONTRACT PROVISIONS**

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

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

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

### **A2 AFFIRMATIVE ACTION REQUIREMENT**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **Timetables**

- |  |              |
|--|--------------|
| Goals for minority participation for each trade: | <b>19.6%</b> |
| Goals for female participation in each trade:    | <b>6.9%</b>  |

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 Arizona, Yavapai County, City of Prescott.

### **A3 BREACH OF CONTRACT TERMS**

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the *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 *Consultant* written notice that describes the nature of the breach and corrective actions the *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 *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *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 there under are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **A4 BUY AMERICAN PREFERENCE**

#### **BUY AMERICAN PREFERENCE**

The Contractor 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 § 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 (✓) 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 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 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## 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 § 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 (✓) 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;
  - 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:

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 U.S. domestic product.
3. To furnish U.S. 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 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:

1. To 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.
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 U.S. domestic products at or above the approved U.S. 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 than 60 percent 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 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 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 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## A5 CIVIL RIGHTS - GENERAL

### GENERAL CIVIL RIGHTS PROVISIONS

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.

## A6 CIVIL RIGHTS – TITLE VI ASSURANCE

### Compliance with Nondiscrimination Requirements:

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

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

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

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

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

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

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

## **A8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORK HOURS 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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) 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.

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

### **COPELAND “ANTI-KICKBACK” ACT**

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

## A10 DAVIS-BACON REQUIREMENTS

### DAVIS-BACON REQUIREMENTS

#### 1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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](http://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.

## **A11 DEBARMENT AND SUSPENSION**

### **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.

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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 seven (7) days from the receipt of each payment the prime contractor receives from the City of Prescott. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontractors.

## **A13 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 ENERGY CONSERVATION REQUIREMENTS**

### **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 6201*et seq.*).

## **A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **EQUAL OPPORTUNITY CLAUSE**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

#### **EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors 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 as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (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 Prescott Regional Airport Employment Act of 1977 and the Community Development Block Grant Program)

## **A16 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

## **A18 PROHIBITION of SEGREGATED FACILITIES**

### **PROHIBITION OF SEGREGATED FACILITIES**

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

## **A19 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.

## **A20 RIGHT TO INVENTIONS**

### **RIGHTS TO INVENTIONS**

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

## **A21 PROCUREMENT OF RECOVERED MATERIALS**

### **PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

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

## **A22 SEISMIC SAFETY**

### **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.

## **A23 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

- 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.

## **A24 TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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

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

Owner agrees to pay Contractor for:

- 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.

#### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

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

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

## **A25 TRADE RESTRICTION CERTIFICATION**

### **A25.1 SOURCE**

#### **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 Prescott Regional Airport 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.

## **A26 VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

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

## **A27 DAVIS BACON WAGE DETERMINATIONS**

"General Decision Number: AZ20200034 06/05/2020

Superseded General Decision Number: AZ20190034

State: Arizona

Construction Type: Building

County: Yavapai County in Arizona.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family Homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of Contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020
2	05/15/2020
3	06/05/2020

ELEC0640-009 01/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	11.05

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\* ENGI0428-014 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Oiler.....	\$ 27.04	11.72

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IRON0075-003 08/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.80	19.05

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

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\* LABO1184-010 06/01/2020

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 21.63	6.06

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 PLAS0394-001 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.08	8.57

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 PLUM0469-001 01/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.25	17.15

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 SFAZ0669-001 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.35	24.52

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 SHEE0359-002 07/01/2019

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only) Zone 1.....	\$ 36.15	18.69

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 SUAZ2012-023 05/30/2012

	Rates	Fringes
BRICKLAYER.....	\$ 21.63	0.00
CARPENTER.....	\$ 21.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.43	0.00
IRONWORKER, REINFORCING.....	\$ 14.11	0.00
LABORER: Common or General.....	\$ 15.56	1.95
LABORER: Irrigation.....	\$ 12.26	0.47
LABORER: Mason Tender -Cement/Concrete....	\$ 15.51	2.90
LABORER: Pipelayer.....	\$ 15.14	0.88
LABORER: Power Tool Operator....	\$ 14.85	4.20
MASON - STONE.....	\$ 18.25	0.95

OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.96	2.43
OPERATOR: Bulldozer.....	\$ 20.54	6.31
OPERATOR: Crane.....	\$ 24.62	5.27
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 18.39	0.00
OPERATOR: Grader/Blade.....	\$ 21.39	4.26
OPERATOR: Loader (Front End)....	\$ 18.14	1.02
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.00	3.77
OPERATOR: Roller.....	\$ 20.53	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 16.24	1.34
PAINTER: Brush, Roller and Spray.....	\$ 17.33	1.25
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 16.31	1.49
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.45	2.56
TILE FINISHER.....	\$ 12.50	0.00
TILE SETTER.....	\$ 15.54	0.84
TRUCK DRIVER: Dump Trucks.....	\$ 16.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 15.81	0.00

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

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

injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"