

**BISHOP INTERNATIONAL AIRPORT  
TERMINAL ROOF REPLACEMENT PROJECT  
FLINT, MICHIGAN**

**RS&H No. 210-0077-000**

**ADDENDUM NO. 3  
December 2, 2022**

The following changes shall be made to the Contract Documents, which bear the above title and project numbers and are dated November 2022.

**TO ALL HOLDERS OF CONTRACT DOCUMENTS**

1. Your attention is directed to the following interpretations of, changes in, and/or additions to the contract documents for the above-named project.
2. This addendum is part of the Contract Documents.
3. Bidders are required to acknowledge receipt of this Addendum in the space provided on the Bid Form 00300-1 / Addendum 3.
4. The following changes shall be made:

**CHANGES TO PROJECT MANUAL**

**REPLACE** Section 00300 Bid Form with Section 00300 / Addendum 3 Bid Form attached.

**REPLACE** Section 00900 Mandatory Contract Provisions with Section 00900 / Addendum 3 Mandatory Contract Provisions

**CHANGES TO DRAWINGS**

**REMOVE** plan sheets A130C, A130D, A506, MP130C, MP130D, E130C, and E130D

**REPLACE** plan sheet G003 with G003 / ADD. 3 attached

**REPLACE** plan sheet D130 with D130 / ADD. 3 attached

**REPLACE** plan sheet A130A with A130A / ADD. 3 attached

**REPLACE** plan sheet A130B with A130B / ADD. 3 attached

**REPLACE** plan sheet MP130 with MP130 / ADD. 3 attached

**REPLACE** plan sheet MP130A with MP130A / ADD. 3 attached

**REPLACE** plan sheet MP130B with MA130B / ADD. 3 attached

**REPLACE** plan sheet E130A with E130A / ADD. 3 attached

**REPLACE** plan sheet E130B with E130B / ADD. 3 attached

**END OF ADDENDUM NO. 3**

**BISHOP INTERNATIONAL AIRPORT  
TERMINAL ROOF REPLACEMENT PROJECT  
FLINT, MICHIGAN**

**SECTION 00300 - BID FORM**

TO:

BISHOP INTERNATIONAL AIRPORT AUTHORITY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

BISHOP INTERNATIONAL AIRPORT  
TERMINAL ROOF REPLACEMENT PROJECT  
FLINT, MICHIGAN

Including Addenda \_\_\_\_\_ through \_\_\_\_\_.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said work in accordance with the Contract Documents, for the following sum of money:

A. BASE BID: **Bid selection is based on the Base Bid Only.**

1. Lump Sum Cost for **Base Bid**: (Area of work included in base bid as defined on Sheet G003 of the drawings set)  
(in words) \_\_\_\_\_

\_\_\_\_\_ Dollars

(in numbers) \$ \_\_\_\_\_.

2. Prime Bidder must be prequalified with the roofing material manufacturer (Firestone Building Products or Carlisle SynTec Systems). The bidder shall provide documentation from roofing material manufacturer that they can purchase and supply a 20-year Manufacturer's Warranty for the system specified. The awarded roofing contractor shall install Firestone Building Products or Carlisle SynTec Systems labeled roofing materials only. No other manufacturers will be considered at this time. If the Prime Bidder is not prequalified with Firestone Building Products or Carlisle SynTec Systems, then the Prime Bidder must use a prequalified subcontractor which is prequalified. This subcontractor(s) must be designated prior to award of the contract.

\_\_\_\_\_  
Roofing Material Manufacturer

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

3. Bidder understands and agrees that Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of 90 days from the date and time prescribed for its receiving.
4. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 60 days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.
5. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
6. The names of all persons interested in the foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president, secretary, all directors and principal shareholders; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full)

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licensed in accordance with an act for the registration of contractors, and with license number \_\_\_\_\_ in the State of Michigan.

SIGN HERE: \_\_\_\_\_  
Signature of Bidder

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business address:

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

Date of proposal: \_\_\_\_\_

## 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 twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

**BISHOP INTERNATIONAL AIRPORT AUTHORITY  
BISHOP INTERNATIONAL AIRPORT**

**REQUIRED DBE ASSURANCE  
(TO BE INCLUDED IN ALL BID PROPOSALS)**

A Disadvantaged Business Enterprise (DBE) participation goal of **5.00%** has been established for this project.

The Bidder assures that it will utilize not less than \_\_\_\_\_ % of Disadvantaged Business Enterprise participation and did not limit any DBE firms from submitting proposals to other bidders.

CERTIFICATION OF BIDDER FOR THE ABOVE:

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

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

SIGNATURE: \_\_\_\_\_

**DBE CERTIFICATION DOCUMENTATION**

1. Within five (5) working days after the receipt of bids, the lowest bidder shall submit documentation identifying any DBE companies to be used to satisfy the DBE requirements for the project.
2. A company must be certified as a DBE in the Michigan Unified Certification Program in order to count toward the established DBE goal for this project. A complete directory of all currently certified firms can be found at: <http://mdotjboss.state.mi.us/UCP>
3. In the event that the Bidder does not assure that the required DBE goal will be met on the form above, Schedule A on the following page shall be submitted within two (2) working days of the bid opening, as documentation that a good faith effort was put forth to obtain the DBE goal.

**BISHOP INTERNATIONAL AIRPORT AUTHORITY  
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**SCHEDULE A**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION DOCUMENTATION  
FORM**

This form shall be submitted within two (2) working days of the bid opening when the DBE participation goal of **5.00%** will not be met.

1. **Announcement:** List each publication directed at DBE's in which an announcement or notification was placed and **attach a copy of each announcement from each publication.**

Name of publication: \_\_\_\_\_

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

Dates of Announcement: \_\_\_\_\_

Target Audience: \_\_\_\_\_

Geographic Distribution: \_\_\_\_\_

Specific Subcontract Announced: \_\_\_\_\_

Bidder's Estimate of Approximate Dollar Value of Subcontract Announced: \_\_\_\_\_

2. **Contractor Associations:** List all majority and DBE construction contractor associations, construction supply associations, or general business associations that were notified and **attach a copy of each notification letter.**

Name and Phone Number of Association: \_\_\_\_\_

Date of Follow-Up Call: \_\_\_\_\_

Name of Caller: \_\_\_\_\_

Name of Association Representative Spoken To: \_\_\_\_\_

If no call, explain why not: \_\_\_\_\_

3. **DBE Solicitations:** List each DBE construction firm or supplier to which a letter of solicitation was sent and **attach a copy of each solicitation letter:**

DBE Company Name and Phone Number: \_\_\_\_\_

Area of DBE Expertise: \_\_\_\_\_

Date of Any Follow-Up Call and Person Spoken To: \_\_\_\_\_

4. **List all DBE's from which a quotation was received and will not be used as a subcontractor:**

DBE Company Name: \_\_\_\_\_

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

Contact Person and Phone Number: \_\_\_\_\_

Segment of Work to be Subcontracted: \_\_\_\_\_

Amount of Subcontract Quotation: \_\_\_\_\_

5. **Information concerning all subcontractors that will be used:**

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

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

Contact Person and Phone Number: \_\_\_\_\_

Segment of Work to be Subcontracted: \_\_\_\_\_

Amount of Subcontract Quotation: \_\_\_\_\_

Dates of Negotiation Meetings: \_\_\_\_\_

Place and Attendees: \_\_\_\_\_

**END OF SECTION 00300**

**BISHOP INTERNATIONAL AIRPORT  
TERMINAL ROOF REPLACEMENT  
FLINT, MICHIGAN**

**SECTION 00900 – MANDATORY  
CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

**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.



## **2. AFFIRMATIVE ACTION REQUIREMENT**

41 CFR Part 60-4

Executive Order 11246

### **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: | 5.0% |
| Goals for female participation in each trade:    | 6.9% |

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Genesee County, Michigan.

### **3. BREACH OF CONTRACT TERMS**

2 CFR Part 200, Appendix II(A)

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

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

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

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

#### **4. BUY AMERICAN PREFERENCE**

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

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

##### **FAA BUY AMERICAN PREFERENCE**

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

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

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

##### **Certification of Compliance with FAA Buy American Preference – Construction Projects**

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

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

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

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## **5. CIVIL RIGHTS - GENERAL**

49 USC § 47123

### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

## **6. CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

### **Title VI Solicitation Notice:**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

### **Compliance with Nondiscrimination Requirements:**

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

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

equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

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

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

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



## **8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

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

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

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

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

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

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

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### **4. Subcontractors.**

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

## **9. COPELAND “ANTI-KICKBACK” ACT**

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

### **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.

## 10. DAVIS-BACON REQUIREMENTS

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

### DAVIS-BACON REQUIREMENTS

#### 1. Minimum Wages.

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

### 3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

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

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

#### 6. Subcontracts.

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

#### 7. Contract Termination: Debarment.

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

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

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

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

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

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



## **11. DEBARMENT AND SUSPENSION**

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

## **12. DISADVANTAGED BUSINESS ENTERPRISE**

### **49 CFR Part 26**

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **Contract Assurance (49 CFR § 26.13) –**

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

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

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each

subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f) –**

The prime contractor must not terminate a DBE subcontractor listed in response to any aforementioned DBE solicitation provisions (or an approved substitute DBE firm) without prior written consent of the Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

### **13. DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

#### **TEXTING WHEN DRIVING**

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

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

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

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

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

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

## **15. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

1. As used in these specifications:

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

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the

provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are

aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment



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

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

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

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

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

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

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

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

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

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

goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

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

29 USC § 201, et seq

2 CFR § 200.430

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

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

## **17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### **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.

## **18. PROHIBITION OF SEGREGATED FACILITIES**

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

### **PROHIBITION OF SEGREGATED FACILITIES**

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

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

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

## **19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR Part 1910

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

## **20. PROCUREMENT OF RECOVERED MATERIALS**

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

### **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.

## **21. RIGHT TO INVENTIONS**

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

### **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.

## **22. SEISMIC SAFETY**

49 CFR Part 41

### **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.

## 23. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **CERTIFICATION OF OFFEROR/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 ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

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

#### **Term Definitions**

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

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

## **24. TERMINATION OF CONTRACT**

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

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

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

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

Owner agrees to pay Contractor for:

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

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

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

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TERMINATION FOR CAUSE (CONSTRUCTION)**

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

#### **25. TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR Part 30

#### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

## **26. VETERAN'S PREFERENCE**

49 USC § 47112(c)

### **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.

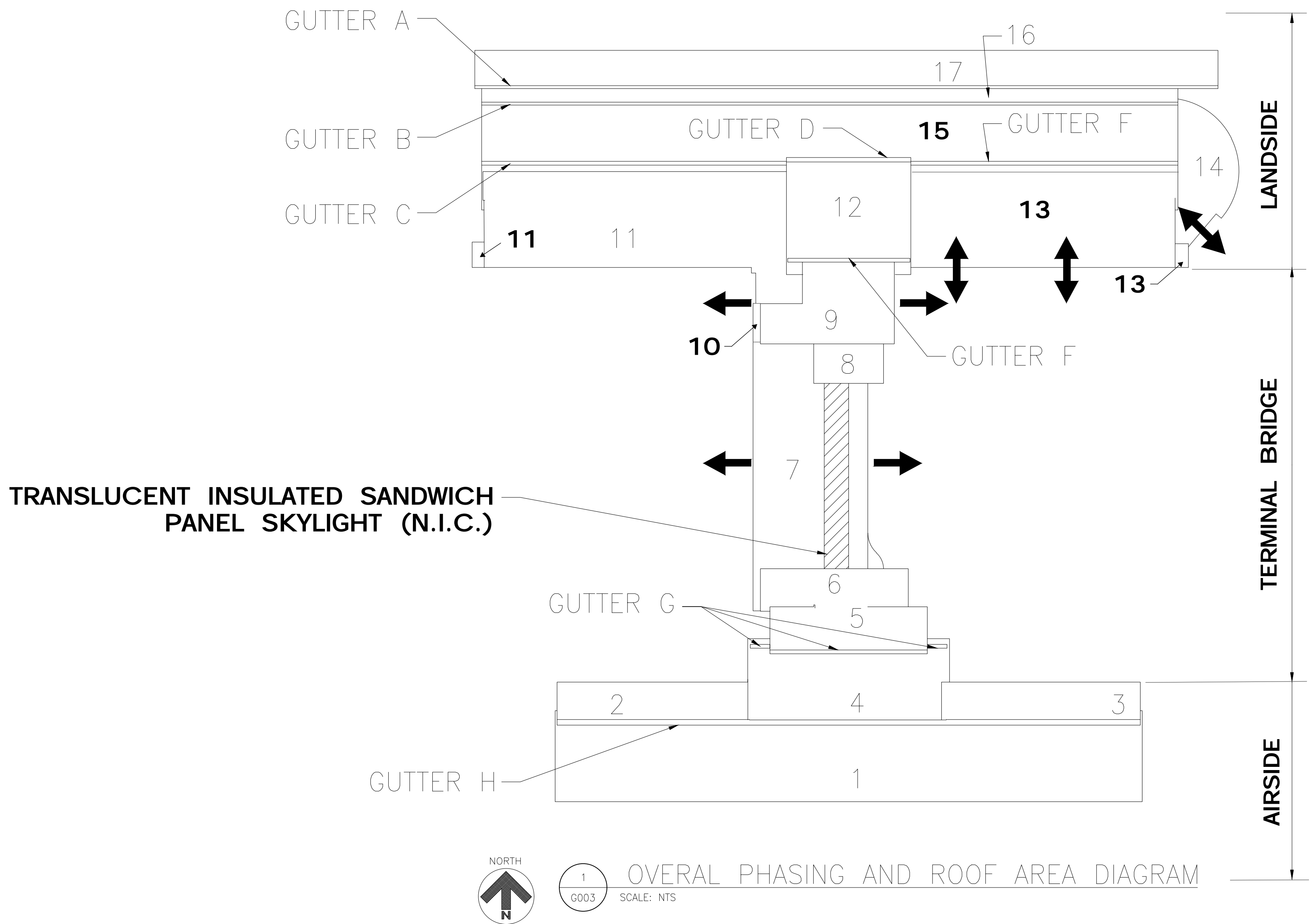
## **27. DOMESTIC PREFERENCES FOR PROCUREMENTS**

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



PHASING NOTES

1. AREAS IDENTIFIED ON PHASING DIAGRAM INDICATE THREE GENERAL AREAS OF WORK TO BE COMPLETED. THE SUGGESTED PHASING IS BASED ON THE IMMEDIATE NEEDS OF THE AIRPORT WHERE ROOFING FAILURES HAVE AND OR ARE OCCURRING. ACTUAL SEQUENCE OF PHASING TO BE MODIFIED BY THE GENERAL CONTRACTOR AND OWNER DUE TO BEING LOCATED ON AN ACTIVE AIRPORT SITE. INTENTION OF PHASING IS TO SHOW AREAS OF WORK THAT NEED TO BE COMPLETED PRIOR TO MOVING ON TO ANOTHER PHASE, ONLY ONE PHASE CAN BE WORKED ON AT A TIME. PHASING DIAGRAM ALSO INDICATES THE ROOF AREAS AND GUTTER AREA TO BE COMPLETED UNDER EACH PHASE. SEE PHASE DESCRIPTION FOR ADDITIONAL INFORMATION.
2. ALL AREAS OF WORK LISTED UNDER PHASING DIAGRAM AND OR OUTLINED IN THIS SET OF DRAWINGS REGARDLESS OF PHASE SHALL BE INCLUDED IN SUBMITTED BID SCHEDULE.

HOURS OF WORK DAYTIME HOURS: DAYLIGHT HOURS - 7:00AM TO 5:00PM  
NIGHTTIME HOURS: SUNDAY NIGHT THROUGH FRIDAY MORNING

BID SCHEDULE

AREA OF WORK TYPE OF ROOF OVERVIEW OF WORK IN AREA

BASE BID

|                      |                  |                                                                                                                        |
|----------------------|------------------|------------------------------------------------------------------------------------------------------------------------|
| GUTTER A             | EXISTING GUTTER  | LOCATED ON ROOF AREA 17, WORK REQUIRED MODIFICATION OF +/- 8'-0" OF THE EXISTING SSMR                                  |
| GUTTER B             | EXISTING GUTTER  | LOCATED ON ROOF AREA 16, WORK REQUIRED MODIFICATION OF +/- 8'-0" OF THE EXISTING SSMR                                  |
| GUTTER C,D,E         | EXISTING GUTTER  | LOCATED ON ROOF AREA 15 WORK REQUIRED MODIFICATION OF +/- 8'-0" OF THE EXISTING SSMR                                   |
| AREA 11              | FLAT/SLOPED ROOF | RE-ROOF AREA AS INDICATED ON PLANS AND SPECIFICATIONS                                                                  |
| AREA 13              | FLAT/SLOPED ROOF | RE-ROOF AREA AS INDICATED ON PLANS AND SPECIFICATIONS                                                                  |
| AREAS 12, 15, 16, 17 | EXISTING SSMR    | NO ANTICIPATED WORK IN THESE AREAS WITH THE EXCEPTION OF ADJACENT GUTTERS. SEE GUTTER AREAS FOR ADDITIONAL INFORMATION |

OTHER AREA SHOWN FOR INFORMATION ONLY AND NOT IN THIS CONTRACT INCLUDE:

|          |                  |                 |
|----------|------------------|-----------------|
| AREA 2   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 3   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 4   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 5   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 6   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 7   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 8   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 9   | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 10  | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| AREA 14  | FLAT/SLOPED ROOF | NOT IN CONTRACT |
| GUTTER G | EXISTING GUTTER  | NOT IN CONTRACT |
| GUTTER H | EXISTING GUTTER  | NOT IN CONTRACT |

TRANSLUCENT INSULATED SANDWICH PANEL SKYLIGHT NOT IN CONTRACT

AREAS 1, 4 EXISTING SSMR NOT IN CONTRACT



AREA ACCESS POINTS TO AND FROM TERMINAL BUILDER THAT MUST REMAIN ACCESSIBLE AT ALL TIMES. ALL OTHER ACCESS AREAS MUST BE COORDINATED AND APPROVED BY BIAA.

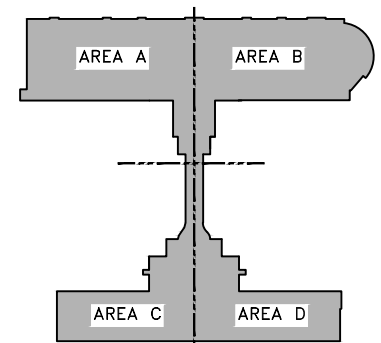


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**BISHOP  
INTERNATIONAL  
AIRPORT**

CONSULTANTS



REVISIONS

| NO. | DESCRIPTION | DATE |
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DRAWN BY: RH

DESIGNED BY: RH

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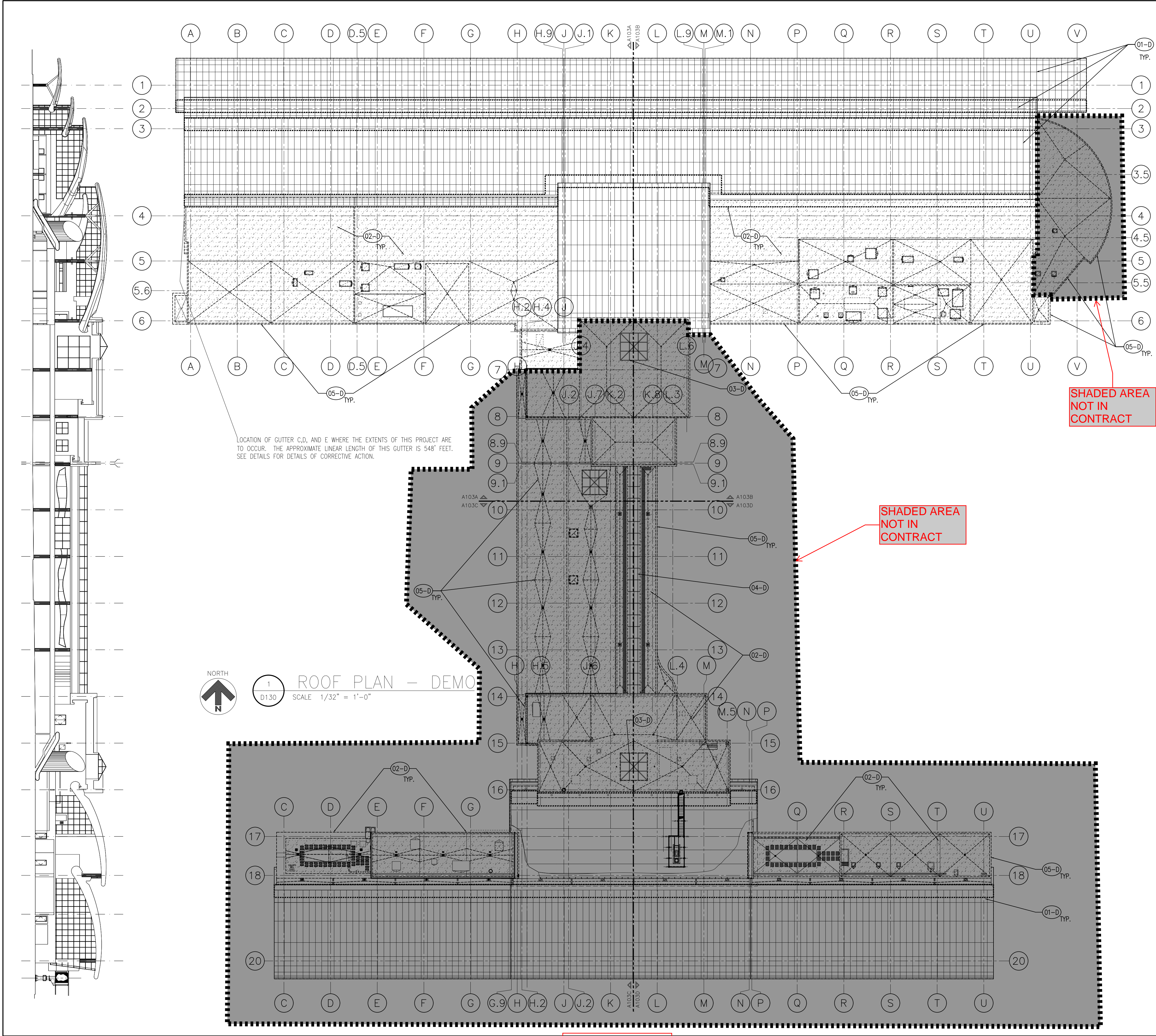
**SHEET TITLE**  
**PROJECT  
PHASING AND  
GENERAL ROOF  
ACCESS**

**SHEET NUMBER**

**G003 / ADD. 3**

**BID  
DOCUMENTS**





GENERAL ROOFING NOTES

- DEMOLITION INCLUDES THE REMOVAL AND DISPOSAL OF ALL REMOVING MEMBRANES, FLASHING, COUNTER FLASHING, INSULATION, ETC. AS REQUIRED FOR NEW ROOFING MEMBRANE AND OR AS INDICATED BY PLANS AND DETAILS.
- ALL DEBRIS IS TO BE REMOVED FROM THE JOBSITE DAILY TO LIMIT FOREIGN OBJECT DEBRIS (FOD) FROM ENTERING THE AIRPORT OPERATIONS AREA(S). ALL DEBRIS MUST BE REMOVED TO DUMPSTER LOCATED UN STAGING AREA AND OFFSITE AS INDICATED ON PROJECT STAGING SHEETS.
- CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL AIRPORT TRAFFIC DURING CONSTRUCTION. ALL MOVEMENT IN AIRPORT OPERATIONS MUST BE COORDINATED WITH THE AIRPORT PRIOR TO WORK.
- EXISTING TRANSLUCENT FIBERGLASS INSULATED PANEL(S) SKYLIGHT TO BE DEMOLISHED AND DISCARDED AS PART OF CONSTRUCTION, SEE PHASE "B" FOR AREA OF WORK. THIS WORK SHALL BE DONE IN CONJUGATION WITH INSTALLATION OF NEW ROOF MEMBRANE AND INSTALLATION OF NEW TRANSLUCENT FIBERGLASS INSULATED PANEL(S).
- PROTECT ALL SURROUNDING AREA OF WORK FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE AND SHALL REPAIR ANY DAMAGE CREATED DURING THIS PROJECT IN A TIMELY MANNER. DEMOLITION MUST BE DONE IN MANNER TO LIMIT THE AMOUNT OF BEING COMPLETED AT A TIME TO LIMIT ANY OPEN CONDITIONS AND TO PREVENT DAMAGE INTERNAL TO THE TERMINAL BUILDING.
- DEMOLITION MUST BE DONE IN MANNER TO LIMIT ANY OPEN CONDITIONS AND TO PREVENT DAMAGE INTERNAL TO THE TERMINAL BUILDING.
- CONTRACTOR TO SCHEDULE AND COORDINATE WITH AIRPORT AND TENANTS PRIOR TO BEGINNING DEMOLITION WORK. MAINTAIN EXISTING OPERATIONS, PROTECT EXISTING FINISHES AND EQUIPMENT, AND RESTORE FINISHES AND(EQUIPMENT IF DAMAGED) REMOVED OR DAMAGED AS PART OF THE WORK OF THIS PROJECT.
- NEITHER THE A/E OR OWNER GUARANTEE THE ACCURACY OF THE EXISTING CONDITIONS DEFINED WITHIN THE CONTRACT DOCUMENTS OR RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS.
- DEMOLITION WORK SHALL BE PHASED TO ACCOMMODATE NEW WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND SEQUENCING NEW AND DEMO WORK, IN ORDER TO PROVIDE A FINISHED AND OCCUPIED /USEABLE SPACE AT THE COMPLETION OF EACH PHASE OF THE WORK.
- ALL DEMOLITION WORK, TEMPORARY REMOVAL OF EXISTING ELEMENTS, AND REINSTALLATION OF TEMPORARILY REMOVED ELEMENTS, FOR INSTALLATION OF NEW WORK SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S BID. ANY STRUCTURAL FRAMING TO BE DEMOLISHED BY GENERAL CONTRACTOR SHALL BE REVIEWED IN THE FIELD BY THE STRUCTURAL ENGINEER PRIOR TO DEMO WORK PROCEEDING, AS PART OF PRE-DEMOLITION MEETING.
- WHEN ITEMS ARE SHOWN AS DEMOLISHED, ALL ASSOCIATED ABANDONED CONDUIT, WIRE HANGERS, STRAPS, AND SUPPORTS MUST ALSO BE REMOVED.
- EXISTING UTILITIES ARE TO BE MAINTAINED DURING CONSTRUCTION. G.C. SHALL NOTIFY THE AIRPORT AUTHORITY OF ANY UTILITY DISRUPTIONS 72 HOURS IN ADVANCE AND PROVIDE INTERIM UTILITIES AS REQUIRED.
- REFERENCE OTHER DISCIPLINES -STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, FIRE ALARM, ETC. FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- THE AIRPORT/AIRLINE OPERATIONS SHALL BE MAINTAINED AT ALL TIMES; THE CONTRACTOR'S WORK MAY BE INTERRUPTED IF AIRPORT/AIRLINE OPERATIONS ARE IMPACTED; THE CONTRACTOR'S SCHEDULE & SEQUENCE OF WORK SHALL BE COORDINATED WITH THE AIRPORT & AIRLINES.
- THE CONTRACTOR IS TO PROTECT EXISTING FINISHES AND BUILDING ENVELOPE, AND MAKE REPAIRS TO THE EXISTING FINISHES AND FIRE PROOFING WHERE DAMAGED AS PART OF THE NEW WORK ASSOCIATED WITH THIS PROJECT.
- NOTES APPEAR ON VARIOUS DRAWINGS FOR DIFFERENT SYSTEMS AND MATERIALS. REVIEW ALL SHEETS AND APPLY NOTES TO RELATED BUILDING COMPONENTS.
- REFER TO COMPLETE SET OF ISSUED CONTRACT DOCUMENTS FOR OTHER APPLICABLE NOTES, ABBREVIATIONS, AND SYMBOLS.
- DEMOLITION NOTES ARE TO DEFINE INTENT. DEMOLITION SHALL INCLUDE ALL ITEMS INDICATED ON THE PLANS AND ALL OTHER ITEMS REQUIRED TO BE DEMOLISHED IN ORDER TO ACCOMPLISH NEW CONSTRUCTION AND FINISHES INDICED ELSEWHERE ON THE ENTIRE SET OF CONTRACT DOCUMENTS. ALL CONTRACTOR(S), SUBCONTRACTORS AND VENDORS SHALL FIELD VERIFY ALL PRIOR TO DEMOLITION.
- CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING, FITTING AND PATCHING OF THE WORK NECESSARY TO MAKE ITS SEVERAL PARTS FIT TOGETHER PROPERLY AND PERMIT INSTALLATION OF REPLACEMENT WORK BY HIS OWN FORCES OR HIS SUBCONTRACTORS, AND TO FULLY REPAIR AND REFINISH DISTURBED STRUCTURE AND SURFACES.
- UTILITIES SUCH AS ELECTRIC,SANITARY, LIGHTING, ETC., SHALL NOT BE INTERRUPTED AT ANY TIME W/OUT 72 HOUR NOTICE TO AND APPROVAL BY THE OWNER.
- OCCUPANTS SHALL BE PROTECTED FROM WEATHER & CONSTRUCTION ACTIVITIES AT ALL TIMES.
- REMOVE DEMOLITION MATERIALS AND DEBRIS FROM PROJECT SITE AS SPECIFIED. DEMOLITION MATERIALS AND DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL CODE REQUIREMENTS AND IS THE REQUIREMENT OF THE GENERAL CONTRACTOR. ALL WORK AREAS MUST BE CLEANED DAILY AND PRIOR TO ANY INCOMING WEATHER EVENTS.
- THE OWNER RESERVES THE RIGHT TO SALVAGE ANY EQUIPMENT OR MATERIALS. A FINAL REMOVAL DATE WILL BE AGREED UPON PRIOR TO THE CONTRACTOR COMMENCING WORK. ANY ITEMS REMAINING AFTER THAT SHALL BE DISPOSED OF BY THE CONTRACTOR.

LEGEND

- INDICATES AREA OF FLAT AND OR LOW ROOF AREAS TO RECEIVE DEMOLITION OF EXISTING ROOF. NOT AREAS INCLUDED PORTION OF MEMBRANE THAT TURNS UP WALLS.
- INDICATES AREAS OF STANDING SEAM METAL ROOFING WITH SELECTIVE DEMOLITION, SEE PLANS AND DETAILS FOR ADDITIONAL INFORMATION.
- INDICATES APPROXIMATE AREA SSMR REMOVAL
- INDICATES AREA OF COPING (FLASHING, COUNTER FLASHING, BLOCKING, ETC.) TO BE DEMO'D

KEYNOTES

- EXISTING STANDING SEAM ROOF SYSTEM TO REMAIN WITH SELECTIVE DEMOLITION AT GUTTERS, SEE PLANS AND DETAILS FOR ADDITIONAL INFORMATION. ALL SSMR SIDE SKIRTS, FASCIAS, TRIMS AND ASSOCIATED METAL PANELS TO REMAIN, TYPICAL.
- AREA OF EXISTING SINGLE MEMBRANE ROOF MEMBRANE SYSTEM TO BE REMOVED INCLUDING INSULATION, COVER BOARDS, FLASHING, COUNTER FLASHING, ETC. AS REQUIRED FOR NEW ROOF MEMBRANE SYSTEM AND RELATED ELEMENTS.
- SKYLIGHT TO REMAIN. COORDINATE WITH NEW ROOFING SYSTEM.
- EXISTING TRANSLUCENT INSULATED FIBERGLASS PANELS TO BE DEMOLISHED. EXISTING ALUMINUM FRAMING TO REMAIN, DEMO AS REQUIRED FOR NEW PANELS, SEE SHEET A506 FOR ADDITIONAL INFORMATION AND SPECIFICATIONS.
- COPING, FLASHING, COUNTER FLASHING, BLOCKING, ETC. TO BE DEMOLISHED AS INDICATED ON DETAILS. SEE PLANS AND DETAILS FOR ADDITIONAL INFORMATION.

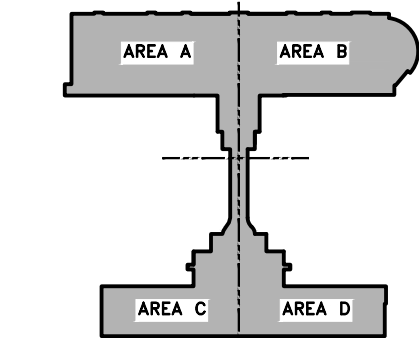


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REVIEWED BY: TR  
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DESIGNED BY: RH

FAA PROJECT NUMBER  
N/A  
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RS&H PROJECT NUMBER  
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SHEET TITLE

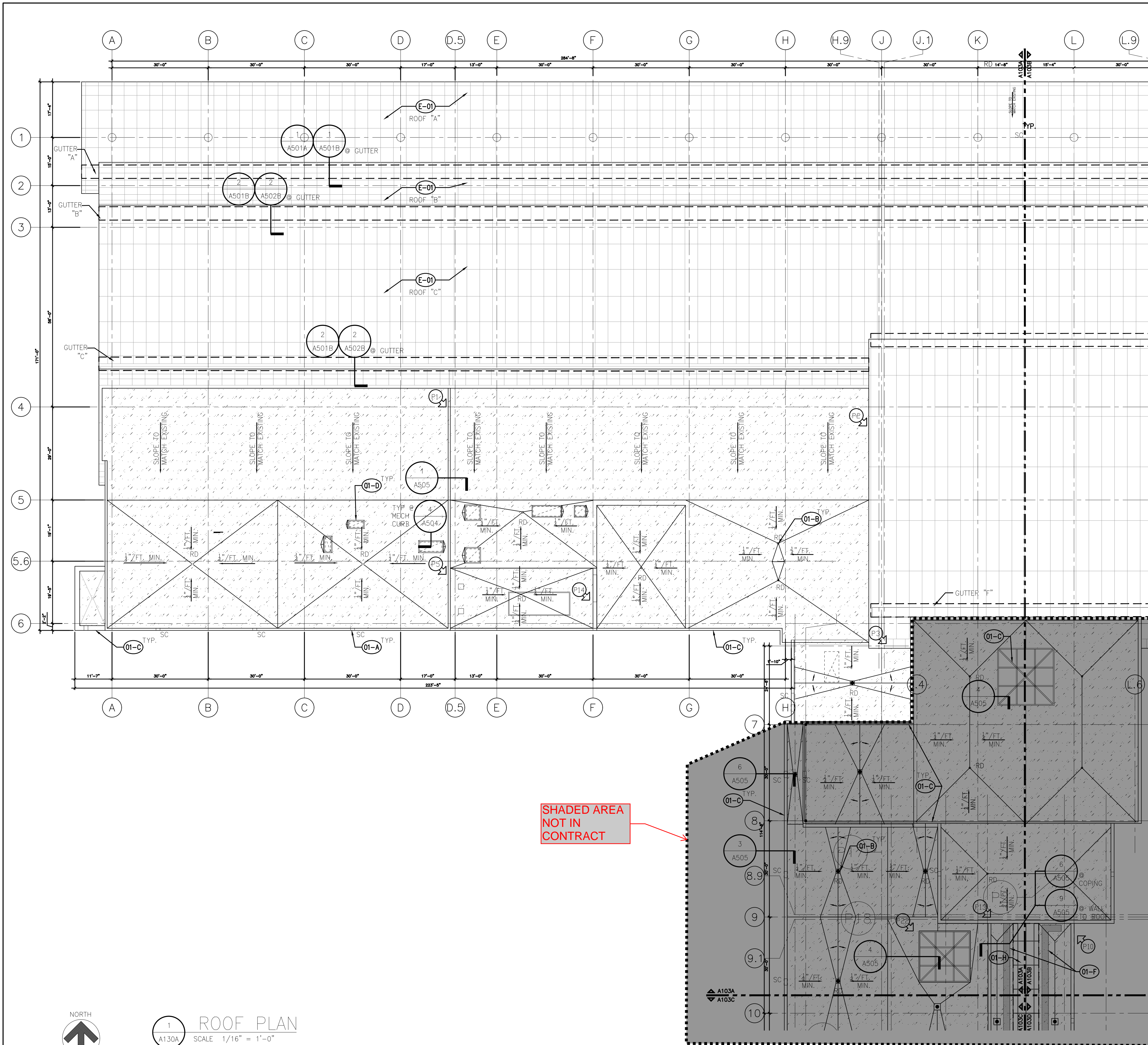
**OVERALL ROOF  
PLAN- DEMO**

SHEET NUMBER

**D130 / ADD. 3**

**BID  
DOCUMENTS**





## GENERAL PROJECT NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL PREPARE AND PROVIDE A DEMOLITION AND CONSTRUCTION SCHEDULE PLAN TO THE OWNER FOR APPROVAL. SCHEDULE IS REQUIRED PRIOR TO THE START OF WORK. SCHEDULE SHOULD BE COORDINATED WITH PHASING AS INDICATED ON G003.
- CONTRACTOR SHALL NOTIFY BUILDING OWNER IN ADVANCE IF ANY WORK REQUIRES SHUTDOWN OR INTERRUPTION OF BUILDING SERVICES OR SYSTEMS (INCLUDED HVAC SYSTEMS).
- PROVIDE PROTECTIVE BARRIERS AND SIGNAGE AROUND LIMITS OF CONSTRUCTION, AND ALL AREAS OF ROOFTOP ACCESS. COORDINATE SECURITY, FIRE PROTECTION, AND SAFETY PROCEDURES WITH OWNER. PROPER PLANNING AND ADVANCE NOTICE (24 HRS MIN.) IS REQUIRED.
- PROVIDE DUST BARRIERS AS NECESSARY TO PROTECT EXISTING AREAS FROM DUST AND DEBRIS. PROTECT EXISTING ELEMENTS TO REMAIN. REPAIR AND REPAINT ADJACENT SURFACES DAMAGED OR MARRED AS A RESULT OF CONSTRUCTION WORK. DEBRIS MUST BE REMOVED DAILY.
- CONTRACTOR SHALL VERIFY FINAL FINISH SELECTIONS WITH A/E AND OWNER AND SUBMIT SAMPLES AS REQ'D.

## GENERAL ROOFING NOTES

- PROJECT CONSISTS OF THE DEMOLITION OF EXISTING ROOF MEMBRANES ON TERMINAL ROOF, RIGID INSULATION, COVER BOARDS FLASHING, COUNTER FLASHING AND COPING AS REQUIRED FOR A NEW PVC ROOF MEMBRANE SYSTEM. WORK ALSO INCLUDED MINOR MODIFICATIONS TO THE EXISTING STANDING SEAM METAL ROOF (SSMR) TO ALLOW FOR A NEW EPDM ROOF AT SELECT GUTTERS. THE NEW PVC MEMBRANE SYSTEM SHALL BE FULLY ADHERED WITH BONDING ADHESIVE OVER A MINIMUM OF 2 LAYERS OF ROOF INSULATION WITH STAGGERED JOINTS. IN THOSE HIGH TRAFFIC AREAS (AROUND WALK OFF MATS, LADDER/LANDINGS AND MECHANICAL AREAS), AN ADDITIONAL LAYER OF 1/2" HD POLYISO (OR SIMILAR) TO BE UTILIZED. THIS IS ALLOWABLE TO BE A LAMINATED COMBO BOARD TO REDUCE THE FASTENERS AND MINIMIZE HANDLING. THE ROOF INSULATION WILL BE SECURED INTO THE METAL DECK WITH SCREWS AND PLATES TO ACHIEVE A I-90 WIND UPLIFT RATING AND AS REQUIRED BY MANUFACTURE. AREA OVER CONCRETE DECKING INSULATION ADHESIVE SHOULD BE USED FOR INSULATION ATTACHMENT. ALL SHEET METAL FLASHINGS SHALL BE REMOVED AND REPLACED. INSULATION SHALL HAVE AN R VALUE OF R30 OR 5.2" OF POLYISO INSULATION (OR EQUAL). SEE GUTTER DETAILS FOR AREAS WHERE EPDM ROOFING IS TO BE UTILIZED.
- ALL EXISTING STANDING SEAM (S.S.M.R) SHALL REMAIN UNLESS OTHERWISE INDICATED ON PLANS. SEE GUTTER DETAILS FOR SELECTIVE DEMOLITION.
- ALL ROOFTOP MECHANICAL UNITS ARE TO BE TEMPORARILY REMOVED AS REQUIRED FOR DEMOLITION AND INSTALLATION OF NEW ROOFING SYSTEM. SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. ALL MECHANICAL AND ELECTRICAL PENETRATIONS TO RECEIVE NEW BOOTS, SLEEVES, ETC. AS REQUIRED BY ROOFING MANUFACTURER TO MEET ALL WARRANTIES (THIS INCLUDED STRUCTURAL SUPPORTS FOR MECHANICAL EQUIPMENT).
- SEE DETAILS AND MECHANICAL FOR NOTES REGARDING EXISTING DRAINS.
- CONTRACTOR TO VERIFY ALL NEW MATERIALS AND SYSTEMS ARE COMPATIBLE WITH EXISTING MATERIALS AND SUBSTRATES TO REMAIN. INSTALL ALL NEW MATERIALS AS REQUIRED PER MANUFACTURES REQUIREMENTS TO MEET ALL WARRANTIES.
- CONTRACTOR TO PROVIDE A FULL ASSESSMENT OF ALL EQUIPMENT PRIOR TO CONSTRUCTION TO INVENTORY/CATALOG ALL ROOFTOP EQUIPMENT, SEE MECHANICAL FOR ADDITIONAL INFORMATION.

## LEGEND

- INDICATES AREA OF FLAT AND OR LOW ROOF AREAS TO RECEIVE DEMOLITION OF EXISTING ROOF AND INSTALLATION OF NEW ROOF AS NOTED IN DOCUMENTS. NOTE: SEE DETAILS WHERE MEMBRANE RUN VERTICALLY UP PARAPETS.
- WALK OFF MAT. PROVIDE EXTRA LAYER 1/2" OF HD POLYISO IN AREAS OF WALK OFF MATS
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- PHOTO LOCATION FOR PHOTOS ON G100 AND G101

## MATERIAL KEYNOTES

- SCUPPER DRAIN TO BE REMOVED IN ITS ENTIRETY INCLUDING ALL SEALANT AND MISC. HARDWARE. INSTALL NEW TWO PIECE SCUPPER, SEE DETAIL NOTED ON ROOF PLANS FOR ADDITIONAL INFORMATION. SIM TO 2/A503.
- EXISTING ROOF DRAIN AND STRAINER TO BE REMOVED AND CLEANED AND REINSTALLED AFTER INSTALLATION OF NEW SINGLE PLY ROOF MEMBRANE, SEE DETAIL A/A504 FOR ADDITIONAL INFORMATION. ALL PVC STRAINERS TO BE REPLACED WITH CAST IRON STRAINERS. SEE 5/A504, TYPICAL AT ROOF DRAIN.
- EXISTING PARAPET WITH ROOF COPING TO BE DEMOLISHED AND REPLACED WITH NEW METAL COPING, SEE DETAILS FOR ADDITIONAL INFORMATION. SIM TO 6/A503 U.O.N.
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- PLUMBING STACK TO REMAIN, INSTALL NEW FLASHING BOOT AS REQUIRED FOR NEW ROOFING, SEE PLANS AND DETAIL 2/A504 FOR ADDITIONAL INFORMATION.
- NEW MANUF. WALK OFF MATS, AN ADDITIONAL LAYER OF 1/2" HD POLYISO (OR SIMILAR) TO BE UTILIZED IN THIS AREA
- ROOF MOUNTED CONDENSING UNITS
- TRANSLUCENT FIBERGLASS INSULATED SANDWICH PANEL SKYLIGHT SYSTEM TO DEMO'D AND REPLACED, SEE SEE A506 FOR ENLARGED PLANS, DETAILS AND ADDITIONAL INFORMATION.

## MATERIAL KEYNOTES EXISITNG

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- EXISTING METAL SKIRT PANEL TO REMAIN
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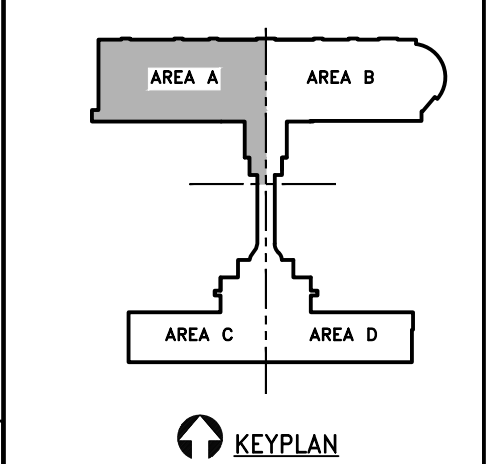
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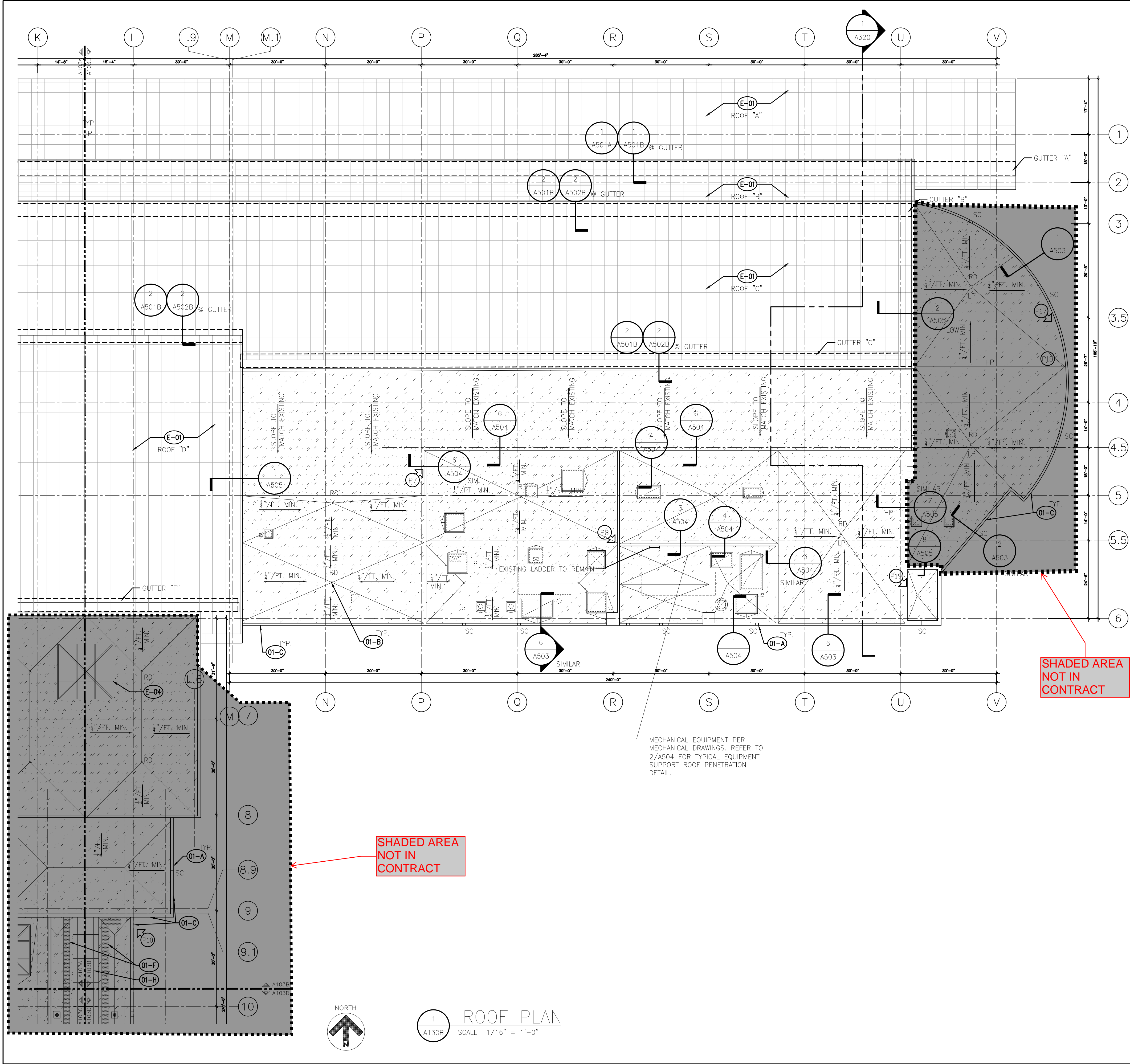
**PARTIAL ROOF  
PLAN - AREA A**

**SHEET NUMBER**

**A130A / ADD. 3**

**BID  
DOCUMENTS**





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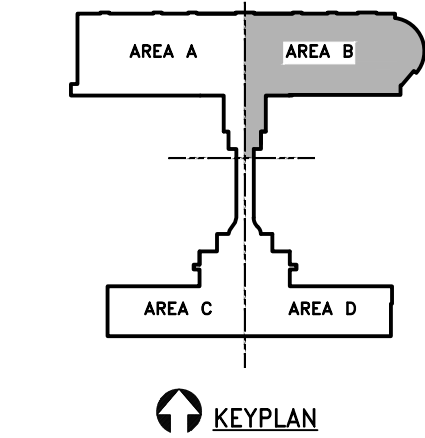
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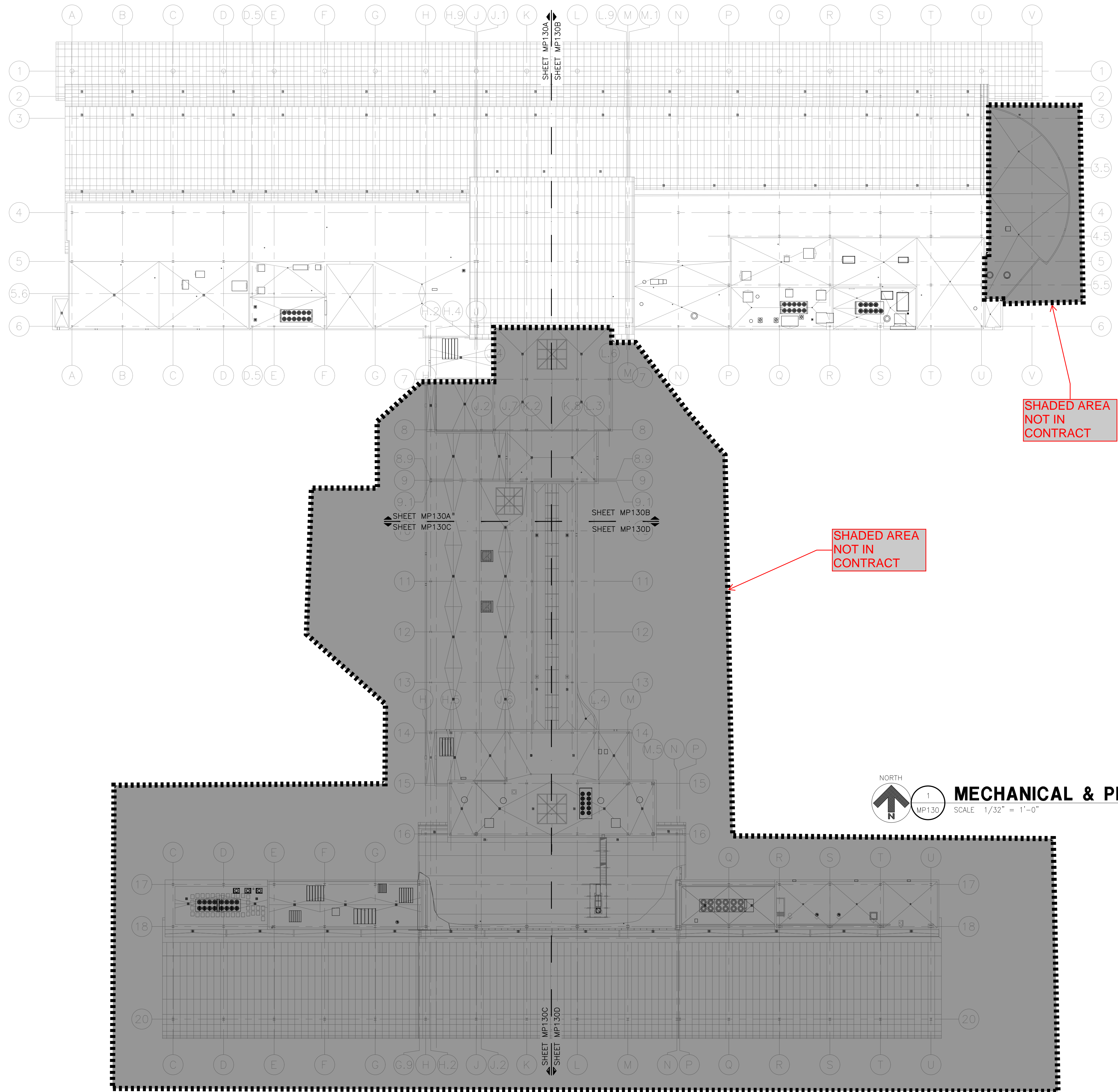
**PARTIAL ROOF PLAN - AREA B**

SHEET NUMBER

**A130B / ADD. 3**

**BID DOCUMENTS**





- ### ROOF GENERAL NOTES
- ALL ROOF PENETRATIONS REQUIRED FOR INSTALLATION OF MECHANICAL UNITS, FANS, EQUIPMENT CURBS, VENTS, ETC. MUST BE MADE PER MANUFACTURER'S RECOMMENDATIONS TO ENSURE ALL WARRANTIES ARE MAINTAINED. PROVIDE FLASHING, COUNTERFLASHING, SEALANT, ETC. AS REQUIRED TO PROVIDE WATERPROOF CONDITION.
  - CONTRACTOR SHALL VERIFY AND DOCUMENT THE OPERATING CONDITION OF ALL EXISTING ROOF MOUNTED HVAC AND PLUMBING EQUIPMENT AND PROVIDE DOCUMENTATION TO THE OWNER AND A/E PRIOR TO REMOVAL AND REINSTALLATION.
  - COORDINATE THE ELECTRICAL DISCONNECT/RECONNECT OF ALL POWER, COMMUNICATIONS AND LIGHTNING PROTECTION SYSTEMS WITH ELECTRICAL CONTRACTOR TO ACCOMMODATE THE TEMPORARY REMOVAL AND REINSTALLATION OF ALL HVAC AND PLUMBING EQUIPMENT.

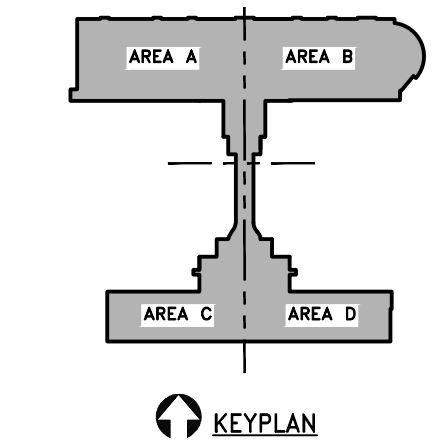
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DESIGNED BY: JEB

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**SHEET TITLE**  
**MECHANICAL  
AND PLUMBING  
OVERALL ROOF  
PLAN**

**SHEET NUMBER**  
**MP130 / ADD. 3**

**BID  
DOCUMENTS**

KEYED NOTES

1. EXISTING ROOF DRAIN OR EMERGENCY ROOF DRAIN (JR SMITH 1015) ON FLAT ROOF. IF APPLICABLE, COORDINATE WITH ELECTRICAL CONTRACTOR TO DISCONNECT EXISTING HEAT TRACE. REMOVE ALL EXISTING PVC ROOF DRAIN DOMES AND ALL EXISTING ALUMINUM ROOF DRAIN DOMES. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. INSTALL NEW ROOFING. INSTALL NEW VANDAL PROOF ALUMINUM ROOF DRAIN DOMES (USE JR SMITH 1015 AS BASIS OF DESIGN) AND PROVIDE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. IF APPLICABLE, REINSTALL EXISTING HEAT TRACE AND ENSURE PREVIOUS WORKING CONDITION IS MET. SEE ARCHITECTURAL DETAIL 5/A504.
2. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND STEEL PEDESTAL CHILLER SUPPORTS AND ASSOCIATED CHILLED WATER LINE SUPPORTS. INSTALL NEW ROOFING. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND STEEL PEDESTAL CHILLER SUPPORTS AND ASSOCIATED CHILLED WATER LINE SUPPORTS. SEE ARCHITECTURAL DETAILS 2/A504 AND 4/A504.
3. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND CONDENSING SUPPORT. INSTALL NEW ROOFING. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND CONDENSING SUPPORT. SEE ARCHITECTURAL DETAIL 2/A504.
4. IF APPLICABLE, COORDINATE WITH ELECTRICAL CONTRACTOR TO DISCONNECT MOTORIZED DAMPER POWER CONNECTION. TEMPORARILY REMOVE EXISTING GRAVITY VENTILATOR. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED AND DEMOLISH EXISTING GRAVITY VENTILATOR CURB. INSTALL NEW ROOFING AND NEW GRAVITY VENTILATOR CURB WITH A MINIMUM 18" CLEAR CURB. REINSTALL EXISTING GRAVITY VENTILATOR ON NEW CURB. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND NEW GRAVITY VENTILATOR CURB. IF APPLICABLE, COORDINATE WITH ELECTRICAL CONTRACTOR TO RECONNECT MOTORIZED DAMPER POWER CONNECTION. SEE ARCHITECTURAL DETAIL 4/A504.
5. TEMPORARILY REMOVE EXISTING SUPPLY OR EXHAUST FAN. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED AND DEMOLISH EXISTING SUPPLY OR EXHAUST FAN CURB. INSTALL NEW ROOFING AND NEW SUPPLY OR EXHAUST FAN CURB. REINSTALL EXISTING SUPPLY OR EXHAUST FAN. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND NEW SUPPLY OR EXHAUST FAN CURB. SEE ARCHITECTURAL DETAIL 4/A504.
6. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND OVERFLOW ROOF SCUPPERS. INSTALL NEW ROOFING. PROVIDE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. SEE ARCHITECTURAL DETAIL 2/A503.
7. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND VENT STACK CURB. INSTALL NEW ROOFING. PROVIDE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. SEE ARCHITECTURAL DETAIL 4/A504.
8. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND MAKE UP AIR UNIT CURB. INSTALL NEW ROOFING. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND MAKE UP AIR UNIT CURB. SEE ARCHITECTURAL DETAIL 4/A504.
9. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, PLUMBING VENT THRU ROOF PIPE. INSTALL NEW ROOFING. PROVIDE NEW FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED, AROUND MECHANICAL GOOSENECKS AND PLUMBING VENT THRU ROOF PIPE.
10. EXISTING ROOF DRAIN OR EMERGENCY ROOF DRAIN (JR SMITH 1015) IN GUTTER. COORDINATE WITH ELECTRICAL CONTRACTOR TO DISCONNECT EXISTING HEAT TRACE. REMOVE ALL EXISTING PVC ROOF DRAIN DOMES AND ALL EXISTING ALUMINUM ROOF DRAIN DOMES. ROOFING CONTRACTOR TO REMOVE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. INSTALL NEW ROOFING. INSTALL NEW VANDAL PROOF ALUMINUM ROOF DRAIN DOMES (USE JR SMITH 1015 AS BASIS OF DESIGN) AND PROVIDE FLASHING AND COUNTER FLASHING, ETC. AS REQUIRED. REINSTALL EXISTING HEAT TRACE AND ENSURE PREVIOUS WORKING CONDITION IS MET. SEE ARCHITECTURAL DETAIL 1/A501 AND 1/A502.

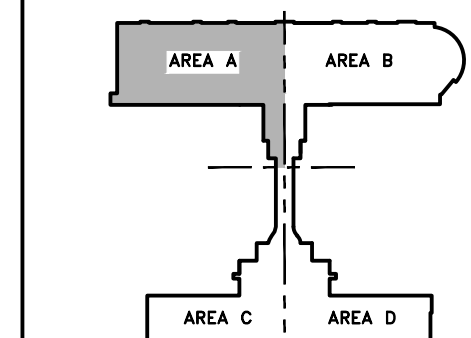


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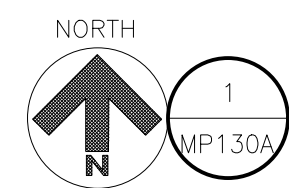
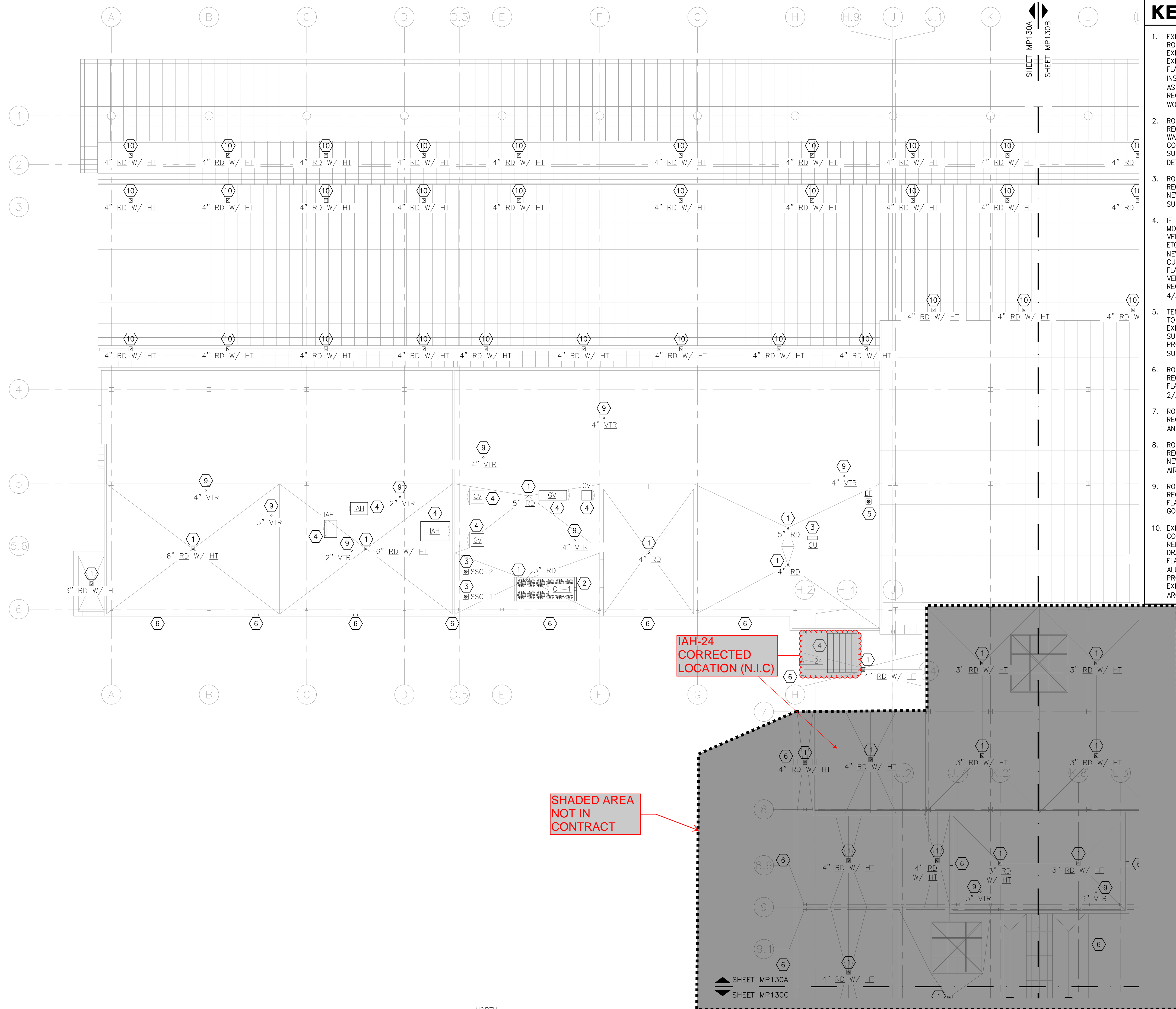
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SHEET TITLE  
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AND PLUMBING  
PARTIAL ROOF  
PLAN - AREA A

SHEET NUMBER  
MP130A / ADD. 3

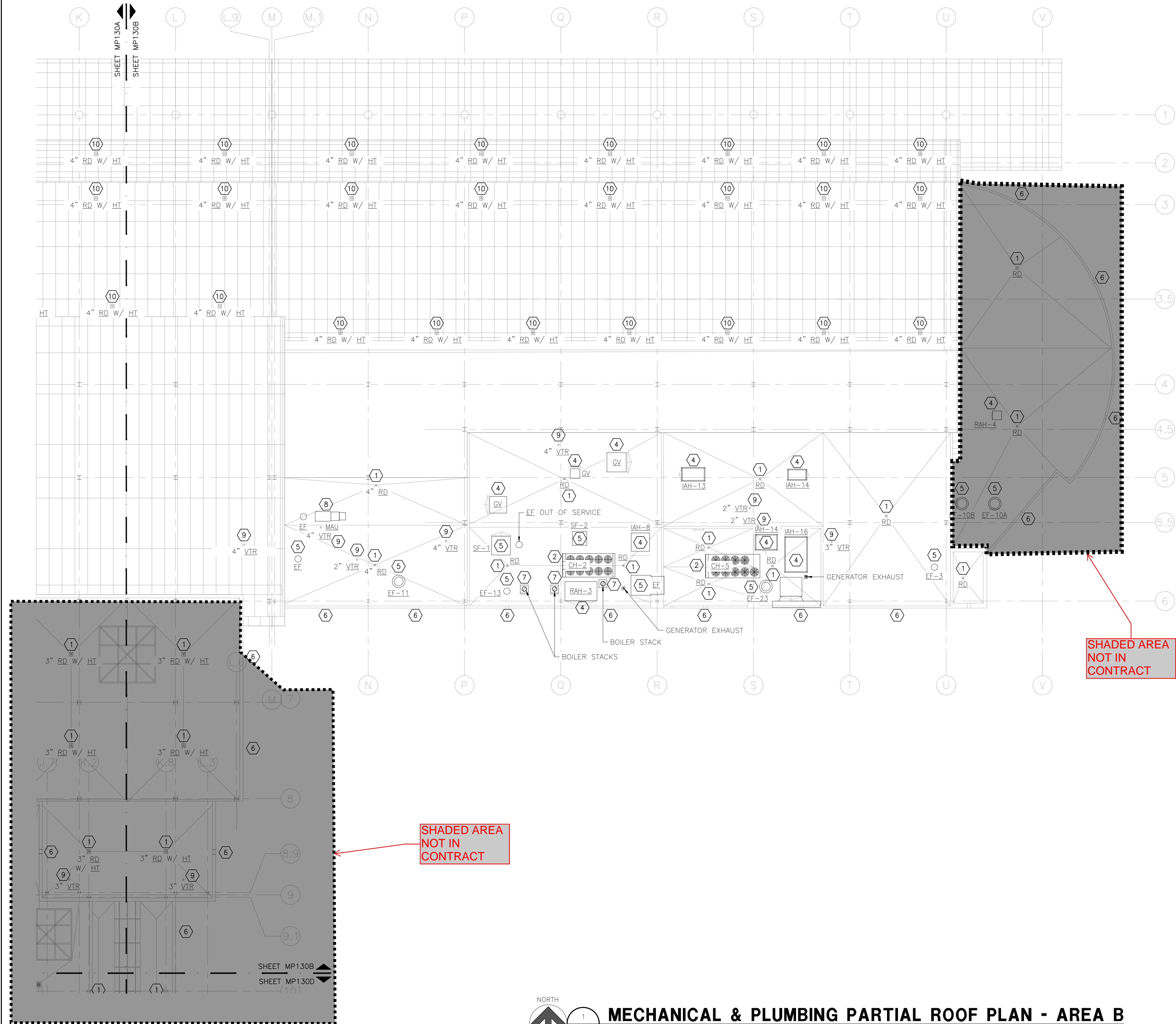
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**MECHANICAL & PLUMBING PARTIAL ROOF PLAN - AREA A**


SCALE 1/16" = 1'-0"





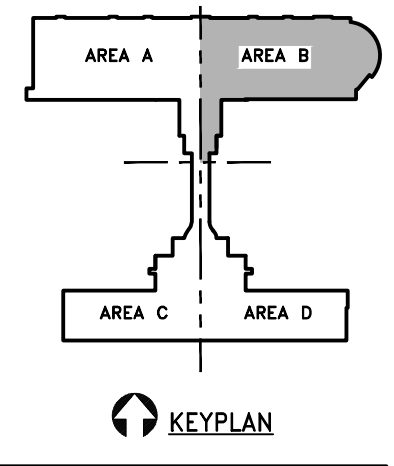
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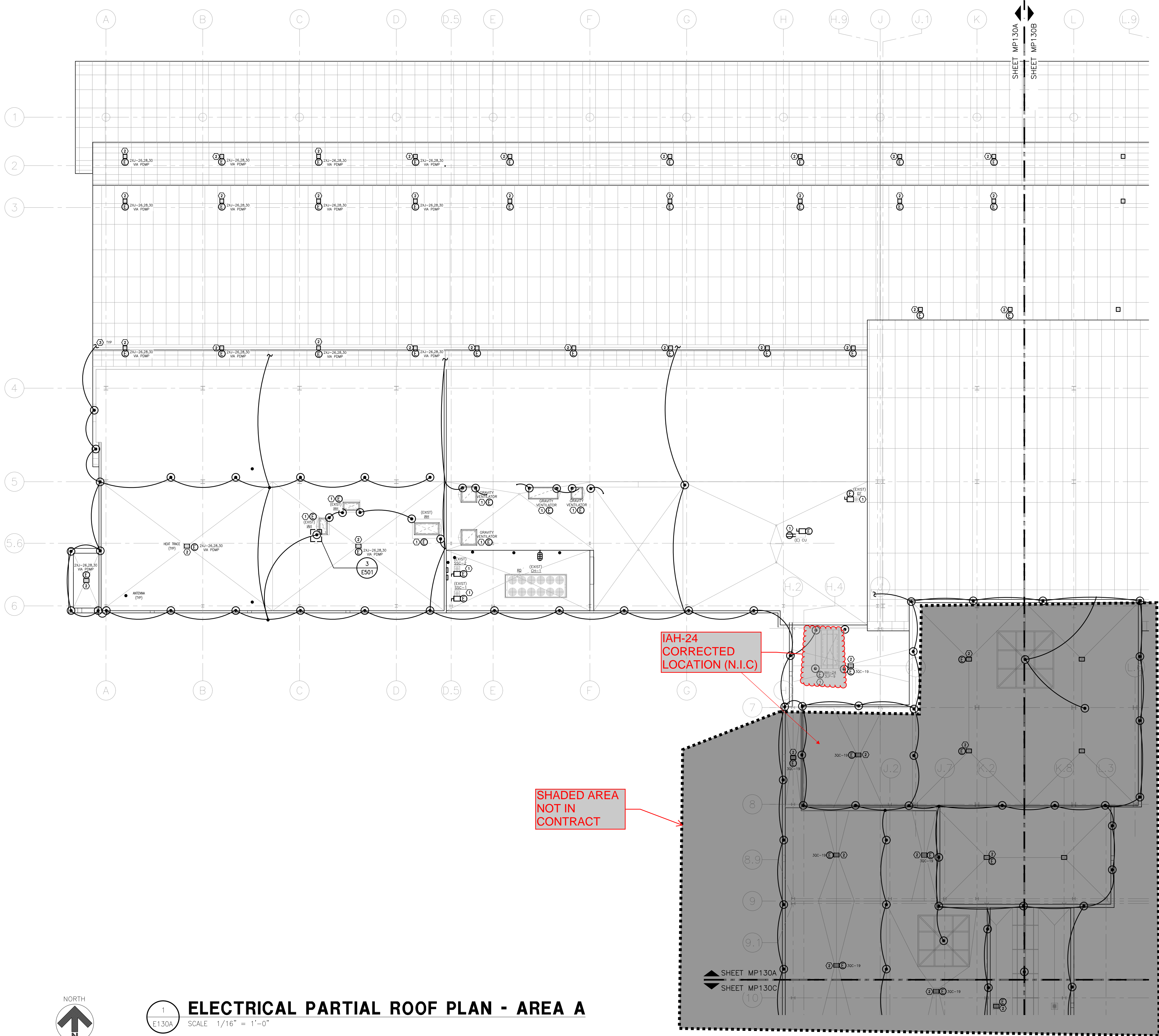
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**SHEET TITLE**  
**MECHANICAL AND PLUMBING PARTIAL ROOF PLAN - AREA B**

**SHEET NUMBER**  
**MP130B / ADD. 3**

**BID DOCUMENTS**





### GENERAL NOTES

- CONTRACTOR SHALL SYSTEMATICALLY DEMOLISH LIGHTNING PROTECTION SYSTEM AS CONSTRUCTION OF THE ROOF PROGRESSES. REMOVE ALL EXISTING LIGHTNING AIR TERMINALS AND CABLES FROM THE FOLLOWING:
  - SIDE SURFACES OF THE EXISTING METAL COPINGS
  - CONCRETE COLUMNS
  - ROOF SURFACE WHICH ARE ATTACHED TO COMPONENTS DESCRIBED IN THIS SCOPE OF WORK.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING LIGHTNING PROTECTION SYSTEM AND INTEGRATING THE NEW SYSTEM. NEW LIGHTNING PROTECTION SYSTEM SHALL BE INSTALLED BY A LICENSED CONTRACTOR WITH A MINIMUM 5 YEARS OF EXPERIENCE IN THE INSTALLATION OF LIGHTNING PROTECTION SYSTEMS. CONTRACTOR SHALL MAINTAIN OPERATION OF LIGHTNING PROTECTION SYSTEM DURING CONSTRUCTION. ANY SHOP DRAWINGS SUBMITTED FOR THE LIGHTNING PROTECTION SYSTEM MUST FOLLOW CONSTRUCTION PHASING PLANS FOR THE ROOF. SEE 0003. CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:
  - UL96A
  - LPI OF STANDARDS 175
  - NFPA 780 CURRENT EDITION
- ALL ELECTRICAL SOURCES AND SHUTDOWNS TO BE COORDINATED WITH BUILDING MANAGEMENT. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL ELECTRICAL CONNECTIONS FOR HVAC EQUIPMENT AS INDICATED ON THE MECHANICAL PLANS AND SCHEDULES. COORDINATE WITH THESE PLANS AND EQUIPMENT SUPPLIER REQUIREMENTS.
- METALLIC BODIES OF INDUCTANCE AND CONDUCTANCE LOCATED ABOUT THE ROOF SUCH AS: METAL FLASHING, GRAVEL STOPS, SOIL PIPES VENTS, ROOF HATCHES, INSULATION VENTS, LOUVERS AND DOOR FRAMES SITUATED 6'-0" FROM A LIGHTNING CONDUCTOR OR BONDED METAL BODY SHALL BE INTERCONNECTED TO THE LIGHTNING CONDUCTOR SYSTEM. BOND ALL METALLIC ROOF DRAINS TO THE NEW LIGHTNING PROTECTIONS SYSTEM.
- AIR TERMINALS SHALL BE PLACED AT ALL OUTSIDE CORNERS AND SPACED AT 20'-0" MAXIMUM AND WITHIN 2'-0" OF THE OUTSIDE EDGE. BOND ALL METALLIC PIPES INCLUDING WATER, FIRE, GAS, SEWER, STORM, ETC. WHICH ENTER THE STRUCTURE TO THE NEAREST DOWNLEAD. GROUND ROD OR GROUND LOOP.
- EXISTING CONDUIT LINE SUPPORTS TO BE TEMPORARILY REMOVED AND REINSTALLED ON NEW SUPPORTS WHEN ROOF SURFACE IS FINISHED. COORDINATE WITH BIAA PRIOR TO CONSTRUCTION. SEE MECHANICAL AND ARCHITECTURAL PLANS FOR FURTHER INFORMATION.
- CONTRACTOR SHALL FIELD VERIFY CIRCUIT CALL OUTS BEFORE DISCONNECTING BRANCH CIRCUITS. FOR THOSE CIRCUITS UNKNOWN THE CONTRACTOR SHALL FIELD EXAMINE AND TEST TO DETERMINE BRANCH CIRCUIT SOURCE PANELS.

### KEYED NOTES

- DISCONNECT BRANCH CIRCUIT FROM ROOFTOP EQUIPMENT DESIGNATED TO BE REMOVED. SEE MECHANICAL PLANS FOR EXACT EQUIPMENT BEING DISCONNECTED. FURNISH AND INSTALL NEW ELECTRICAL DISCONNECTS WHEN INDICATED ON PLANS. MATCH IN-KIND THE EXISTING DISCONNECTS. EXTEND CONDUIT AND CONDUCTORS AS NECESSARY. ONCE THE ROOF SURFACE IS FINISHED AND EQUIPMENT IS REINSTALLED, RECONNECT THE CIRCUIT. COORDINATE WITH BIAA PRIOR TO CONSTRUCTION. SEE ARCHITECTURAL PLANS FOR FURTHER INFORMATION.
- DISCONNECT BRANCH CIRCUIT FROM HEAT TRACE NEAR ROOF DRAINS. REMOVE CONDUIT BOOT, EXTEND CONDUIT AND CONDUCTORS AS NECESSARY. ONCE THE NEW ROOF SURFACE IS FINISHED AND ROOF DRAINS INSTALLED, INSTALL NEW CONDUIT BOOT (MATCH EXISTING) AND WATERPROOF ELECTRICAL JUNCTION BOX FOR CONNECTION. CONTRACTOR SHALL INSTALL NEW 30mA GROUND FAULT PROTECTED CIRCUIT BREAKERS FOR THE HEAT TRACE CIRCUITS PRIOR TO RECONNECTING THE CIRCUIT. COORDINATE ANY HEAT TRACE REPLACEMENT WITH MECHANICAL PLANS, ANY REPLACEMENTS SHALL BE COMPATIBLE WITH THE EXISTING SYSTEM.
- CONTINUE TO EXISTING LIGHTNING PROTECTION, CONFIRM EXISTING CONNECTION POINTS IN FIELD. DISCONNECT CONDUCTOR TO ACCOMMODATE ROOF REPLACEMENT, EXOTHERMICALLY WELD NEW CONNECTION



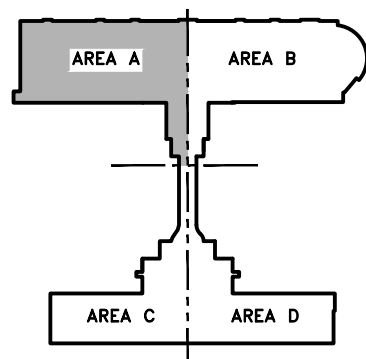
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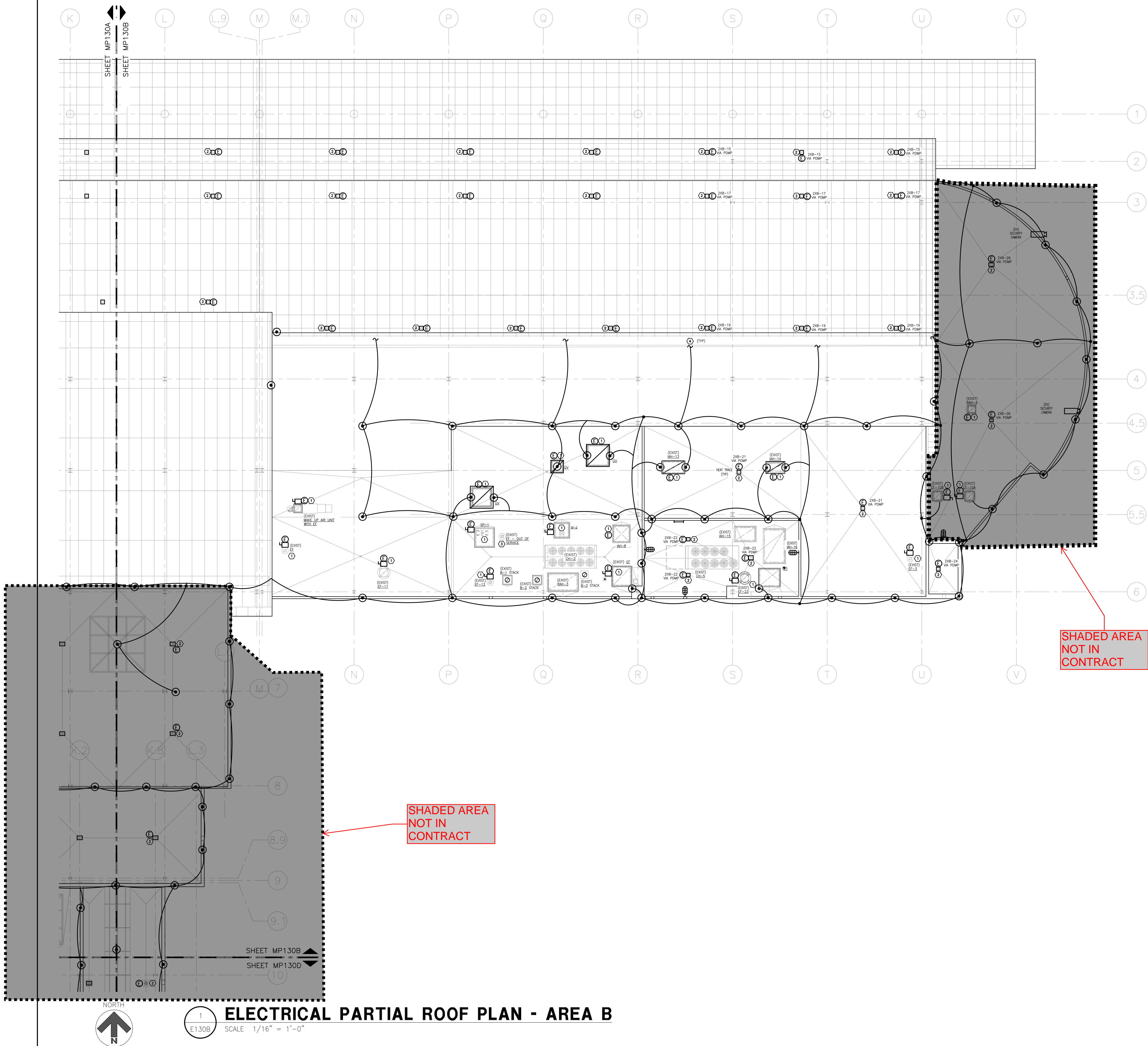
**ELECTRICAL  
PARTIAL ROOF  
PLAN - AREA A**

SHEET NUMBER

**E130A / ADD. 3**

**BID DOCUMENTS**





### GENERAL NOTES

- CONTRACTOR SHALL SYSTEMATICALLY DEMOLISH LIGHTNING PROTECTION SYSTEM AS CONSTRUCTION OF THE ROOF PROGRESSES. REMOVE ALL EXISTING LIGHTNING AIR TERMINALS AND CABLES FROM THE FOLLOWING:
  - SIDE SURFACES OF THE EXISTING METAL COPINGS
  - CONCRETE COLUMNS
  - ROOF SURFACE WHICH ARE ATTACHED TO COMPONENTS DESCRIBED IN THIS SCOPE OF WORK.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING LIGHTNING PROTECTION SYSTEM AND INTEGRATING THE NEW SYSTEM. NEW LIGHTNING PROTECTION SYSTEM SHALL BE INSTALLED BY A LICENSED CONTRACTOR WITH A MINIMUM 5 YEARS OF EXPERIENCE IN THE INSTALLATION OF LIGHTNING PROTECTION SYSTEMS. CONTRACTOR SHALL MAINTAIN OPERATION OF LIGHTNING PROTECTION SYSTEM DURING CONSTRUCTION. ANY SHOP DRAWINGS SUBMITTED FOR THE LIGHTNING PROTECTION SYSTEM MUST FOLLOW CONSTRUCTION PHASING PLANS FOR THE ROOF. SEE 0003. CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:
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  - LPI OF STANDARDS 175
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- METALLIC BODIES OF INDUCTANCE AND CONDUCTANCE LOCATED ABOUT THE ROOF SUCH AS: METAL FLASHING, GRAVEL STOPS, SOIL PIPES VENTS, ROOF HATCHES, INSULATION VENTS, LOUVERS AND DOOR FRAMES SITUATED 6'-0" FROM A LIGHTNING CONDUCTOR OR BONDED METAL BODY SHALL BE INTERCONNECTED TO THE LIGHTNING CONDUCTOR SYSTEM. BOND ALL METALLIC ROOF DRAINS TO THE NEW LIGHTNING PROTECTIONS SYSTEM.
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### KEYED NOTES

- DISCONNECT BRANCH CIRCUIT FROM ROOFTOP EQUIPMENT DESIGNATED TO BE REMOVED. SEE MECHANICAL PLANS FOR EXACT EQUIPMENT BEING DISCONNECTED. FURNISH AND INSTALL NEW ELECTRICAL DISCONNECTS WHEN INDICATED ON PLANS. MATCH IN-KIND THE EXISTING DISCONNECTS. EXTEND CONDUIT AND CONDUCTORS AS NECESSARY. ONCE THE ROOF SURFACE IS FINISHED AND EQUIPMENT IS REINSTALLED, RECONNECT THE CIRCUIT. COORDINATE WITH BIAA PRIOR TO CONSTRUCTION. SEE ARCHITECTURAL PLANS FOR FURTHER INFORMATION.
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- EQUIPMENT TO BE DEMOLISHED. REMOVE CIRCUIT BACK TO SOURCE.
- CONTINUE TO EXISTING LIGHTNING PROTECTION. CONFIRM EXISTING CONNECTION POINTS IN FIELD. DISCONNECT CONDUCTOR TO ACCOMMODATE ROOF REPLACEMENT, EXOTHERMICALLY WELD NEW CONNECTION



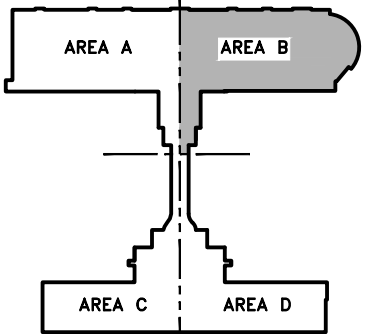
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SHEET TITLE

**ELECTRICAL  
PARTIAL ROOF  
PLAN - AREA B**

SHEET NUMBER

**E130B / ADD. 3**

**BID DOCUMENTS**