



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1592
ADDENDUM NO. 1

TAXIWAY F REHABILITATION

DATE: Friday, April 20, 2023

BIDS DUE: Wednesday, April 26, 2023
2:00 P.M., (EDT/EST)

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to correct and clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the Proposal Form. This Addendum consists of four (4) pages and 12 attachments.

NOTE: All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

BIDDER INQUIRIES:

ITEM NO. 1: *Inquiry:* Is there an estimated value/budget you can provide for this?

Response: Engineer's estimate for this project is approximately \$6,000,000.

ITEM NO. 2: *Inquiry:* can I get a plan holders list for this project?

Response: A list of plan holders is attached as Attachment 1 to this Addendum.

ITEM NO. 3: *Inquiry:* **Ref: Bid Submission Date.** The cover pages of the Specifications and the Bid Form state that bid submission is on April 26th whereas the Invitation to Bid and other website information states April 19th. Please confirm the correct bid submission date is April 26th, 2023.

Response: The Bid Opening is set for April 26, 2023, at 2:00 P.M. The website has been updated and all instances of the bid opening date and time in the Specifications shall be **REVISED** to this date and time.

ITEM NO. 4: All references in the Invitation to Bid document made to the Bid Opening Location shall be changed to read as follows: Washington County Administration Complex, 100 West Washington Street, **Second Floor Conference Room No. 2001**, Hagerstown, Maryland 21740.

ITEM NO. 5: Inquiry: **Ref: Bid Bond.** On p. BB-1, there appears to be a space for the actual amount of the bid bond in addition to the words (5%) of total bid. Usually, the bond is obtained prior to the actual bid submission days or weeks before the Total Bid Amount is known. Please remove the blank space or otherwise confirm that only the words "five percent (5%) of Total Bid" are required on BB-1.

Response: The words "five percent (5%) of Total Bid" in the space provided is acceptable to the County.

ITEM NO. 6: Inquiry: Item L-115.-5-.1 Pre-cast electrical aircraft rated handholes. Please clarify which sizes these 3 handholes are to be. Two different sizes are called on drawing sheets E504 and E505.

Response: The handhole sizes required are shown in the "Taxiway F Manhole/Handhole Schedule" on Sheet E601.

ITEM NO. 7: Inquiry: Item L-110-5.3 Concrete Electrical conduit in pavement of turf 1 way 2". Bid item description and several plan details on this installation propose concrete encased and PVC conduit with no concrete. Please clarify if conduit in the grass between all light cans needs concrete encasement or this is to be direct bury and only concrete encasement under paved and access roads.

Response: All electrical conduit in pavement and turf shall be concrete encased.

REVISIONS TO PLANS AND SPECIFICATIONS:

ITEM NO. 8: Refer to the bid document, Page BD 17, Supplemental Terms and Conditions, Item No. 17, Time of Completion; **CHANGE** this paragraph to read as follows:

By submission of proposal, the Bidder agrees to commence work under this Contract upon receipt of the Notice to Proceed (issuance of Purchase Order), prosecute the work diligently, and **substantially complete the project for its intended use within One Hundred and Thirty-Nine (139) consecutive calendar days from the date of "Notice to Proceed" for construction and to complete the work in accordance with the provisions of the Contract Documents.**

Administrative Notice-To-Proceed will be issued for procurement of electrical materials due to long lead times.

ITEM NO. 9: Sheet No. G102 Quantity Table:

REVISE Quantity Table per Exhibit 1 attached to this Addendum.

REVISE Earthwork Table per Exhibit 2 attached to this Addendum.

ITEM NO. 10: Sheet Nos. C101-C103 Existing Conditions and Civil Demolition Plans:

REVISE Proposed Legend per Exhibit 3 attached to this Addendum.

ITEM NO. 11: Sheet No. C220 Typical Sections and Paving Details 1:

REVISE Portion of Detail 3 and Updated Proposed Legend per Exhibit 4 attached to this Addendum.

ITEM NO. 12: Sheet No. C221 Typical Sections and Paving Details 2:

REVISE Detail 13 and Updated Proposed Legend per Exhibit 5 attached to this Addendum.

ITEM NO. 13: Sheet No. E610 Sign Schedule:

REVISE Sign Schedule per Exhibits 6 and 7 attached to this Addendum.

ITEM NO. 14: Technical Specification C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control:

- Section 102-2.6 First Sentence, **REVISE** Class II to Class I.
- Section 102-4.1b: **REVISE** to Rip Rap (Class I).
- Section 102-5.1: **REVISE** Pay Item C-102-5.1b to Rip Rap (Class I) – per square yard.

ITEM NO. 15: Technical Specification T-905 Topsoil:

- Section 905-5.1: **REVISE** Pay Item to T-905-5.1 Topsoil, 3” Depth – per square yard.

ITEM NO. 16: Technical Specification L-108 Underground Power Cable for Airports:

- **REVISE** Pay Item L-108-5.4 to an Allowance of \$50,000.

ITEM NO. 17: Technical Specification L-125 Installation of Airport Lighting Systems:

REVISE Method of Measurement Section per Exhibit 8 attached to this Addendum.

REVISE Basis of Payment Section per Exhibit 9 attached to this Addendum.

ITEM NO. 18: Schedule of Prices Form:

REPLACE the Schedule of Prices Form (Pages SP – 1 to SP – 20) in the Specifications with the Schedule of Prices Form (Pages SP – 1 to SP – 18) attached to this Addendum.


ITEM NO. 19: Specifications – include the following additional changes:

- Table of Contents, Page TOC-3, **ADD** Item T-908 Mulching T-908-1 – T-908-4 after ITEM T-901.
- Supplemental Terms and Conditions, Page BD-15, Paragraph 8, **REMOVE** the word “sodding”.
- **REPLACE** SECTION 4 – FEDERAL PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS, SECTIONS A1 – A27 Airport Improvement Program (AIP) Provisions Pages AIP-1 – AIP-30 with the Section 4 attached to this Addendum.

Attachments:

1. Planholders List
2. Schedule of Prices Form
3. Section 4 – Federal Provisions for Airport Improvement Program (AIP) Contracts, Sections A1 – A28
4. Exhibit 1 – Sheet G102 QUANTITY TABLE Revisions.
5. Exhibit 2 – Sheet G102 EARTHWORK SUMMARY TABLE Revisions.
6. Exhibit 3 – Sheet C101-C103 EXISTING CONDITIONS AND CIVIL DEMOLITION PLAN legend Revisions.
7. Exhibit 4 – Sheet C220 TYPICAL SECTIONS AND PAVING DETAILS 1 Revisions.
8. Exhibit 5 – Sheet C221 TYPICAL SECTIONS AND PAVING DETAILS 2 Revisions.
9. Exhibit 6 – Sheet E610 SIGNAGE SCHEDULE Revisions.
10. Exhibit 7 – Sheet E610 SIGNAGE SCHEDULE Revisions.
11. Exhibit 8 – Specification L-125 Method of Measurement Revisions.
12. Exhibit 9 – Specification L-125 Basis of Payment Revisions.

By Authority of:


Rick F. Curry, CPPO
Director of Purchasing

(NOTE: The wording of all “Inquiries” submitted are displayed exactly as received.)

Pre-Bid Tele-Conference
Hagerstown Regional Airport Taxiway F Rehabilitation

1-13-21Rllrepresentative's Name/E-mail (Please Print)	Company / County Dept.	Address City, State, Zip	Phone	Fax
Name Rick Curry E-mail rcurry@washco-md.net	Washington County Purchasing Department	100 West Washington Street, #3200 Hagerstown, MD 21740	240-313-2330	240-313-2331
Name Gene Bolanowski E-mail ebolanski@washco-md.net	HGR Airport	18434 Showalter RD.	240 313 2769	
Name Ron Morris E-mail RMorris@adci-corp.com	ADCI		711-979-5465	
Name Rick Michael E-mail michael@cwwilliamhetzer.com	CWH		301-573-8524	
Name MAHESH KUKATA E-mail mkukata@adci-corp.com	ADCI	6031 University Blvd ste 330 ELLICOTT CITY, MD 21043	410-300-6379	
Name Ming Harris E-mail MICHAEL.B.HARRIS@COMCAST.NET	Glennco	7410 Cella Cola Dr. SDC 211 Hagerstown, MD 21746	301-703-4894	
Name EARLE ROSE E-mail EROSE@CWILLIAMHETZER.COM	CWH	9401 SHARPSBURG PIKE HAGERSTOWN, MD 21741	301.573.5533	
Name Joe Metcalfe E-mail joe@valentineelectric.com	Valentine Electric	110 Western Maryland Parkway Hag, MD 21740	301-797-8834	
Name Zach E-mail				
Name Neil Doran E-mail ndoran@washco-md.net	HGR Airport	18434 Showalter Rd. Hagerstown, MD 21742	240 313 2764	

TAXIWAY F REHABILITATION
 HAGERSTOWN REGIONAL AIRPORT
 AIP 3-24-0019-065-2021 (DESIGN)

BID NO. PUR-1592
 BID DOCUMENTS
 APRIL 14, 2023

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
M-150-5.1	Project Survey and Stakeout @ _____ Dollars (Written) _____ Cents per (Written)	LS	1	\$ _____ (Figures)	\$ _____ (Figures)
C-100-1.1	Contractor Quality Control Program (CQCP) @ _____ Dollars (Written) _____ Cents per (Written)	LS	1	\$ _____ (Figures)	\$ _____ (Figures)
C-102-5.1a	Silt Fence @ _____ Dollars (Written) _____ Cents per (Written)	LF	5,100	\$ _____ (Figures)	\$ _____ (Figures)

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
C-102-5.1b	Rip Rap (Class I) @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	SY	5,600	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
C-102-5.1c	Standard Inlet Protection Type 'B' Wrapping in Super Silt Fence @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	6	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
C-102-5.1d	At-Grade Inlet Protection @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	1	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
C-102-5.1e	Flow Barrier @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	1	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-101-5.1	Pavement Removal @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	SY	21,500	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-101-5.2	Cold Milling, 3" Depth @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	SY	16,400	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-152-4.1	Unclassified Excavation @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	CY	10,770	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-152-4.2	Separation Geotextile @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	SY	31,000	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-152-4.3	Undercut @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	CY	5,200	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-401-8.1	Asphalt Mix Pavement Surface Course @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	TON	8,000	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-403-8.1	Asphalt Mix Base Course @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	TON	5,900	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
P-603-5.1	Emulsified Asphalt Tack Coat @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	GAL	6,400	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
D-705-5.1	Underdrain (6" Perforated Pipe) @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	3,700	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
D-705-5.2	Underdrain Cleanout @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	12	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
D-705-5.3	Underdrain Removal @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	2,700	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
D-751-5.1	Adjust Structure @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	2	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
T-901-5.1	Seeding @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	AC	8	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
T-905-5.1	Topsoil (3" Depth) @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	SY	46,600	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-108-5.1	1-1/C No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Ductbank or Conduit @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	19,100	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
L-108-5.2	1-1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed above the Ductbank or Conduit, Including ¾" X 10' Ground Rods, Connections, and Terminations @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	6,805	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
L-108-5.3	Removal of Cable from Ductbank or Conduit @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	12,300	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-110-5.3	Concrete Encased, Electrical Ductbank in Pavement or Turf, 1 Way 2-Inch @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	LF	7,600	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
L-115-5.1	Pre-Cast Electrical Aircraft Rated Handhole @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	3	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
L-125-5.1	New Elevated L-861T (L) LED Taxiway Edge Light, Type 1 @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	126	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.5	Remove and Replace Existing Sign Panels, Type 1 @ _____ Dollars (Written) _____ Cents per (Written)	EA	3	\$ _____ (Figures)	\$ _____ (Figures)
L-125-5.6	L-858 Guidance Sign Modifications, Type 1 @ _____ Dollars (Written) _____ Cents per (Written)	EA	2	\$ _____ (Figures)	\$ _____ (Figures)
L-125-5.7	L-858 Guidance Sign Modifications, Type 2 @ _____ Dollars (Written) _____ Cents per (Written)	EA	10	\$ _____ (Figures)	\$ _____ (Figures)

SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.8	L-858 Guidance Sign Modifications, Type 3 @ _____ Dollars <i>(Written)</i> _____ Cents per <i>(Written)</i>	EA	1	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
Sub Total A: Sum Total of Base Bid Items <u>M-150-5.1</u> through <u>L-125-5.8</u> @ _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>				\$ _____ <i>(Figures)</i>	

FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS
(Issued on January 20, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

This notice applies to any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work, as defined by the U.S. Department of Labor (DOL) and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

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: **25.2%**

Goals for female participation in each trade: **6.9%**

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (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 **Economic Area 020, Hagerstown, Washington County, Maryland.**

A3 BREACH OF CONTRACT TERMS

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

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

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

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

A4 BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ 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:
- 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 (100%) 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 fifteen (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 (60%) 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 (25%). 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

A5 CIVIL RIGHTS - GENERAL

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.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **Board of County Commissioners of Washington County, Maryland**, 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, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and 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.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

This provision is required for all contracts and lower tier contracts that exceed \$150,000.

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

This provision applies when construction contracts and subcontracts financed under the AIP that exceed \$2,000.

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

A10 DAVIS-BACON REQUIREMENTS

This provision applies when construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal

Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

This provision applies to covered transactions, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **Board of County Commissioners of Washington County, Maryland**, 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.

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)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **Board of County Commissioners of Washington County, Maryland**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Board of County Commissioners of Washington County, Maryland**. 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 **this Proposal** (or an approved substitute DBE firm) without prior written consent of the **Board of County Commissioners of Washington County**,

Maryland. 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 from the **Board of County Commissioners of Washington County, Maryland**. Unless the **Board of County Commissioners of Washington County, Maryland** 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 **Board of County Commissioners of Washington County, Maryland** may provide such written consent only if the **Board of County Commissioners of Washington County, Maryland** 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 **Board of County Commissioners of Washington County, Maryland** 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 **Board of County Commissioners of Washington County, Maryland**, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the **Board of County Commissioners of Washington County, Maryland** should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the **Board of County Commissioners of Washington County, Maryland** may provide a response period shorter than five (5) days.

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

A13 DISTRACTED 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.

A14 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)].

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement hereby includes this FLSA provision.

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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.

A19 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 restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of

this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

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

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

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

A22 RIGHT 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.

A23 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.

A24 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.

A25 TERMINATION OF CONTRACT

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

TERMINATION FOR CAUSE (CONSTRUCTION)

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.

TERMINATION FOR CAUSE (EQUIPMENT)

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

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

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

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

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

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

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

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

A26 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.

A27 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.

A28 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.

**HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1
SHEET G102 - QUANTITY TABLE**

ATTACHMENT 4

ITEM	DESCRIPTION	UNIT	BID QUANTITY	AS BUILT QUANTITY
M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	
M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	
C-100-1.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	
C-102-5.1a	SILT FENCE 	LF	5,100	
C-102-5.1b	RIP RAP (CLASS I)	SY	5,600	
C-102.5.1c	STANDARD INLET PROTECTION TYPE 'B' WRAPPING IN SUPER SILT FENCE	EA	6	
C-102-5.1d	AT-GRADE INLET PROTECTION	EA	1	
C-102-5.1e	FLOW BARRIER	EA	1	
C-105-6.1	MOBILIZATION	LS	1	
P-101-5.1	PAVEMENT REMOVAL	SY	21,500	
P-101-5.2	COLD MILLING, 3-INCH DEPTH	SY	16,400	
P-101-5.3	COLD MILLING, VARIABLE DEPTH (0"-3")	SY	1,000	
P-101-5.4	PIPE REMOVAL, 48" RCP	LF	150	
P-101-5.5	STRUCTURE REMOVAL	EA	2	
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	10,770	
P-152-4.2	SEPARATION GEOTEXTILE	SY	31,000	
P-152-4.3	UNDERCUT	CY	5,200	
P-152-4.4	SUITABLE FILL (MARYLAND #2 STONE)	CY	5,200	
P-209-5.1	CRUSHED AGGREGATE BASE COURSE 14" DEPTH	SY	15,700	
P-209-5.2	CRUSHED AGGREGATE BASE COURSE 6" DEPTH	SY	200	
P-401-8.1	ASPHALT MIX PAVEMENT SURFACE COURSE	TON	8,000	
P-403-8.1	ASPHALT MIX BASE COURSE	TON	5,900	
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	6,400	
P-620-5.1	MARKING REMOVAL	SF	1,700	
P-620-5.2	PERMANENT PAVEMENT MARKING	SF	19,500	
P-620-5.3	TEMPORARY PAVEMENT MARKING	SF	19,500	
D-705-5.1	UNDERDRAIN (6" PERFORATED PIPE)	LF	3,700	
D-705-5.2	UNDERDRAIN CLEANOUT	EA	12	
D-705-5.3	UNDERDRAIN REMOVAL	LF	2,700	
D-751-5.1	ADJUST STRUCTURE	EA	2	
T-901-5.1	SEEDING	AC	8	
T-905-5.1	TOPSOIL, 3" DEPTH	SY	46,600	
L-108-5.1	1-1/2" NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN DUCTBANK OR CONDUIT 	LF	19,100	
L-108-5.2	1-1/2" NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED ABOVE THE DUCTBANK OR CONDUIT, INCLUDING 3/4" X 10' GROUND RODS, CONNECTIONS, AND TERMINATIONS	LF	6,805	
L-108-5.3	REMOVAL OF CABLE FROM DUCTBANK OR CONDUIT	LF	12,300	
L-108-5.4	TEMPORARY ELECTRICAL WORK 	ALL	1	
L-110-5.1	CONCRETE ENCASED, ELECTRICAL DUCTBANK IN PAVEMENT, 4 WAY 4-INCH	LF	150	
L-110-5.2	CONCRETE ENCASED, ELECTRICAL DUCTBANK IN PAVEMENT, 2 WAY 2-INCH	LF	55	
L-110-5.3	CONCRETE ENCASED, ELECTRICAL CONDUIT IN PAVEMENT, 1 WAY 2-INCH	LF	7,600	
L-115-5.1	PRE-CAST ELECTRICAL AIRCRAFT RATED HANDHOLE	EA	3	
L-125-5.1	NEW ELEVATED L-861T(L) LED TAXIWAY EDGE LIGHT, TYPE 1	EA	126	
L-125-5.2	NEW ELEVATED L-861T(L) LED TAXIWAY EDGE LIGHT, TYPE 2	EA	16	
L-125-5.3	REMOVE EXISTING EDGE LIGHT, TYPE 1	EA	16	
L-125-5.4	REMOVE EXISTING EDGE LIGHT, TYPE 2	EA	111	
L-125-5.5	REMOVE AND REPLACE EXISTING SIGN PANELS, TYPE 1	EA	3	
L-125-5.6	L-858 GUIDANCE SIGN MODIFICATIONS, TYPE 1	EA	2	
L-125-5.7	L-858 GUIDANCE SIGN MODIFICATIONS, TYPE 2	EA	10	
L-125-5.8	L-858 GUIDANCE SIGN MODIFICATIONS, TYPE 3	EA	1	



DATE: 04/13/2023

SCALE:

EXHIBIT NO.

1

HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1
SHEET G102 - QUANTITY TABLE

ATTACHMENT 5

EARTHWORK SUMMARY TABLE					
LOCATION	EXCAVATION (CY)			EMBANKMENT (CY)	
	(A)	(B)	(C)	(D)	(E)
	CUT	TOPSOIL STRIPPING (CUT AREAS)	TOPSOIL STRIPPING (FILL AREAS)	FILL	3" TOPSOIL
TAXIWAY F	6,410	2,800	1,560	5,875	3,525

*AVERAGE DEPTH OF TOPSOIL STRIPPING ASSUMED TO BE APPROXIMATELY 4 INCHES

DESCRIPTION	CUBIC YARDS
TOTAL EXCAVATION SHOWN = (A+B+C) =	10,770
LESS TOPSOIL = (B+C) =	4,360
EXCAVATION AVAILABLE FOR EMBANKMENT (A) =	6,410
TOTAL EMBANKMENT = (D+E) =	9,400
LESS TOPSOIL = (E) =	3,525
TOTAL EMBANKMENT NEEDED = (D) =	5,875
EXCESS TOPSOIL =	835
EXCESS EMBANKMENT =	535
PAY ITEM FOR EXCAVATION (P-152-4.1)	10,770



DATE: 04/13/2023

SCALE:

EXHIBIT NO.

2

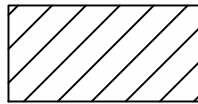
HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1

ATTACHMENT 6

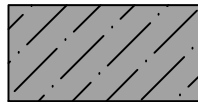
SHEETS C101-C103 - EXISTING CONDITIONS AND DEMOLITION SERIES

FREE AREA

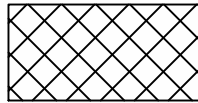
PROPOSED LEGEND:



COLD MILLING, 3" DEPTH
(P-101-5.2)



COLD MILLING, VARIABLE
DEPTH (0"-3") (P-101-5.3)



PAVEMENT REMOVAL
(P-101-5.1)



UNDERDRAIN REMOVAL
(D-705-5.1)



MARKING REMOVAL
(P-620-5.3)



PROPOSED EDGE OF
PAVEMENT



Washington County, MD

HAGERSTOWN REGIONAL AIRPORT

DATE: 04/13/2023

SCALE:

EXHIBIT NO.

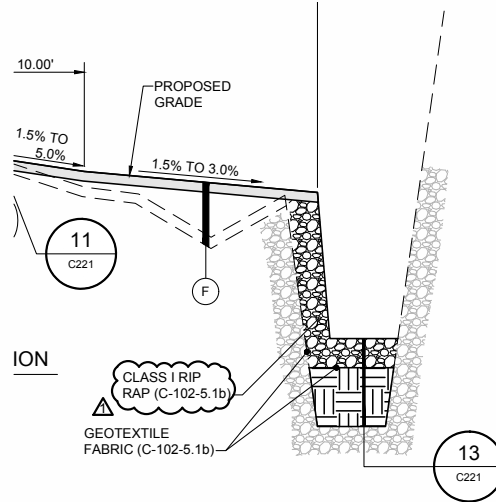
3

HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1

ATTACHMENT 7

SHEET C220 - TYPICAL SECTIONS AND PAVING DETAILS 1

DETAIL 3 UPDATES



LEGEND:

- (A) PAVEMENT REMOVAL (P-101-5.1)
- (B) COLD MILLING, 3" DEPTH (P-101-5.2)
- (C) COLD MILLING, VARIABLE DEPTH (0"-3") (P-101-5.3)
- (D) UNCLASSIFIED EXCAVATION (P-152-4.1)
- (E) TOPSOIL STRIPPING (P-152-4.1)
- (F) EMBANKMENT (P-152-4.1)*
- (G) SEPARATION GEOTEXTILE (P-152-4.2)
- (H) CRUSHED AGGREGATE BASE COURSE, 14" DEPTH (P-209-5.1)
- (I) CRUSHED AGGREGATE BASE COURSE, 6" DEPTH (P-209-5.2)
- (J) ASPHALT MIX PAVEMENT SURFACE COURSE (2-2" LIFTS) (P-401-8.1)
- (K) ASPHALT MIX PAVEMENT BASE COURSE (2-3" LIFTS) (P-403-8.1)
- (L) EMULSIFIED ASPHALT TACK COAT (P-603-5.1)
- (M) TOPSOIL, 3" DEPTH (T-905-5.1)
- (N) UNDERCUT (P-152-4.3)
- (O) SUITABLE FILL (MARYLAND #2 STONE) (P-152-4.4)

* EMBANKMENT IS CONSIDERED INCIDENTAL TO UNCLASSIFIED EXCAVATION (P-152-4.1)



DATE: 04/13/2023

SCALE:

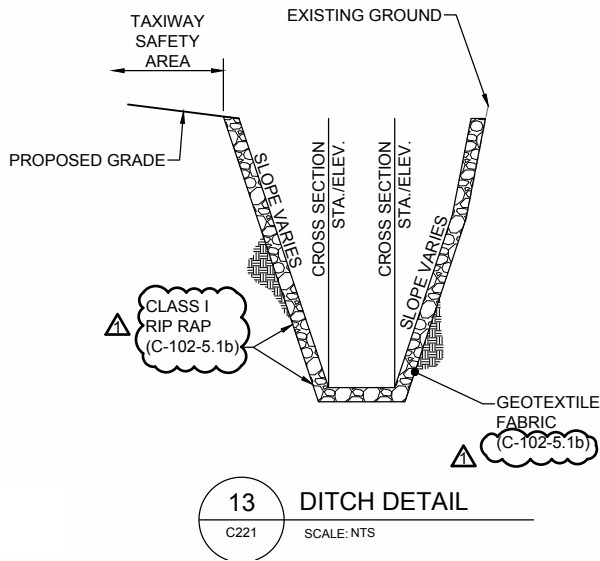
EXHIBIT NO.

4

HAGERSTOWN REGIONAL AIRPORT
 TAXIWAY F REHABILITATION
 BID: PUR-1592
 ADDENDUM NO. 1

ATTACHMENT 8

SHEET C221 - TYPICAL SECTIONS AND PAVING DETAILS 2



LEGEND:

- (A) PAVEMENT REMOVAL (P-101-5.1)
- (B) COLD MILLING, 3" DEPTH (P-101-5.2)
- (C) COLD MILLING, VARIABLE DEPTH (0"-3") (P-101-5.3)
- (D) UNCLASSIFIED EXCAVATION (P-152-4.1)
- (E) TOPSOIL STRIPPING (P-152-4.1)
- (F) EMBANKMENT (P-152-4.1)*
- (G) SEPARATION GEOTEXTILE (P-152-4.2)
- (H) CRUSHED AGGREGATE BASE COURSE, 14" DEPTH (P-209-5.1)
- (I) CRUSHED AGGREGATE BASE COURSE, 6" DEPTH (P-209-5.2)
- (J) ASPHALT MIX PAVEMENT SURFACE COURSE (2-2" LIFTS) (P-401-8.1)
- (K) ASPHALT MIX PAVEMENT BASE COURSE (2-3" LIFTS) (P-403-8.1)
- (L) EMULSIFIED ASPHALT TACK COAT (P-603-5.1)
- (M) TOPSOIL, 3" DEPTH (T-905-5.1)
- (N) UNDERCUT (P-152-4.3)
- (O) SUITABLE FILL (MARYLAND #2 STONE) (P-152-4.4)

* EMBANKMENT IS CONSIDERED INCIDENTAL TO UNCLASSIFIED EXCAVATION (P-152-4.1)



DATE: 04/13/2023

SCALE:

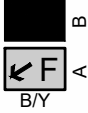
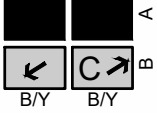
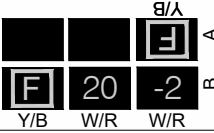
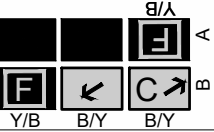

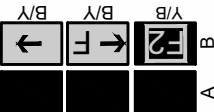
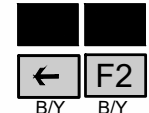

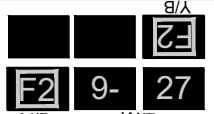

EXHIBIT NO.

5

HAGERSTOWN REGIONAL AIRPORT
 TAXIWAY F REHABILITATION
 BID: PUR-1592
 ADDENDUM NO. 1

ATTACHMENT 9

SHEET E610 - SIGNAGE SCHEDULE

PROPOSED SIGN SCHEDULE										
SIGN #	CIRCUIT	LEGEND	BASELINE	STATION	OFFSET	SIGN SIZE	SIGN STYLE	PAY ITEM	ORIGINAL EQUIPMENT MANUFACTURER (OEM)	SHEET NUMBER
28	RW 2-20		TW F	278+57.07	R 80.32	1	2	L-125-5.7	LUMACURVE INCANDESCENT	E303
29	TW F		TW F	276+08.65	R 50.67	1	2	L-125-5.7	ADB	E303
31	RW 2-20		TW F	277+25.83	L 45.92	1	2	L-125-5.7	LUMACURVE INCANDESCENT	E303
64	TW F		TW F	273+76.37	L 44.52	1	2	L-125-5.7	ADB	E303
66	TW F		TW F	272+61.55	R 45.20	1	2	L-125-5.7	LUMACURVE LED	E303
67	TW F		TW F	272+03.47	L 137.21	1	2	L-125-5.5	LUMACURVE LED	E303
68	RW 9-27		TW F	272+62.23	L 310.07	1	2	L-125-5.6	LUMACURVE LED	E303
75	RW 9-27		TW F	270+27.39	L 310.67	1	2	L-125-5.6	LUMACURVE LED	E302
76	RW 9-27		TW F	270+99.48	L 150.00	1	2	L-125-5.5	LUMACURVE LED	E302
77	TW F		TW F	270+94.13	R 45.64	1	2	L-125-5.8	LUMACURVE LED	E302



DATE: 04/13/2023

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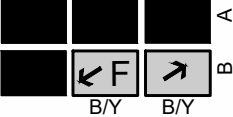



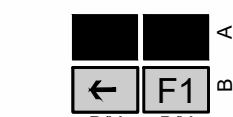

EXHIBIT NO.

6

**HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1**

ATTACHMENT 10

SHEET E610 - SIGNAGE SCHEDULE

PROPOSED SIGN SCHEDULE										
SIGN #	CIRCUIT	LEGEND	BASELINE	STATION	OFFSET	SIGN SIZE	SIGN STYLE	PAY ITEM	ORIGINAL EQUIPMENT MANUFACTURER (OEM)	SHEET NUMBER
77A	TW F		TW F	270+00.40	R 107.57	1	2	L-125-5.5	LUMACURVE LED	E302
78	TW F		TW F	270+37.44	L 54.26	1	2	L-125-5.7	LUMACURVE LED	E302
79	TW F		TW F	268+57.15	L 40.78	1	2	L-125-5.7	LUMACURVE INCANDESCENT	E302
150	TW F		TW F	251+18.61	R 40.54	1	2	L-125-5.7	LUMACURVE HALOGEN	E301
151	RW 9-27		TW F	247+63.87	L 181.48	1	2	L-125-5.7	LUMACURVE HALOGEN	E301
152	RW 9-27		TW F	249+24.07	R 44.64	1	2	L-125-5.7	LUMACURVE HALOGEN	E301



DATE: 04/13/2023

SCALE:

EXHIBIT NO.

7

HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1

ATTACHMENT 11

SPEC L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

METHOD OF MEASUREMENT

125-4.1 Taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Types include:

1. New Elevated L-861T(L) LED Taxiway Edge Light, Type 1. New Elevated L-861T(L) LED Taxiway Edge Light, L-867 Light Base, Ground Rod, Isolation Transformer, and Associated Equipment, Installed Complete in Place.
2. New Elevated L-861T(L) LED Taxiway Edge Light, Type 2. New Elevated L-861T(L) LED Taxiway Edge Light, Isolation Transformer, and Associated Equipment, Installed Complete in Place on Existing Light Base.
3. Remove Existing Edge Light, Type 1. Remove Existing Edge Light, Isolation Transformer, and Associated Equipment. Existing Light Base to Remain.
4. Remove Existing Edge Light, Type 2. Remove Existing Edge Light, Existing Light Base, Isolation Transformer, and Associated Equipment

125-4.2 Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Guidance sign panel replacement shall be measured by each sign as a completed unit in place, ready for operation, and accepted by the RPR. Types include:

1. Remove and Replace Existing Sign Panels, Type 1. Remove and Replace all Existing Sign Panels within Existing Sign Housing.
2. L-858 Guidance Sign Modifications, Type 1. Install New L-858 Guidance Sign Module Extension onto Existing Guidance Sign and new Isolation Transformer, Installed Complete in Place on Extended Guidance Sign Foundation. Replace Existing Sign Panels within Existing Sign Housing Foundation.
3. L-858 Guidance Sign Modifications, Type 2. Remove Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Install New L-858 LED Guidance Sign, Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation.
4. L-858 Guidance Sign Modifications, Type 3. Remove and Store Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Re-Install Stored Guidance Sign, Install New Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation.



DATE: 04/13/2023

SCALE:

EXHIBIT NO.

8

HAGERSTOWN REGIONAL AIRPORT
TAXIWAY F REHABILITATION
BID: PUR-1592
ADDENDUM NO. 1

ATTACHMENT 12

SPEC L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete type of runway or taxiway light, installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

125-5.2 Payment will be made at the Contract unit price for each complete type of guidance sign, installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

L-125-5.1	New Elevated L-861T(L) LED Taxiway Edge Light, Type 1 – Per Each
L-125-5.2	New Elevated L-861T(L) LED Taxiway Edge Light, Type 2 – Per Each
L-125-5.3	Remove Existing Edge Light, Type 1 – Per Each
L-125-5.4	Remove Existing Edge Light, Type 2 – Per Each
L-125-5.5	Remove and Replace Existing Sign Panels, Type 1 – Per Each Sign
L-125-5.6	L-858 Guidance Sign Modifications, Type 1 – Per Each Sign
L-125-5.7	L-858 Guidance Sign Modifications, Type 2 – Per Each Sign
L-125-5.8	L-858 Guidance Sign Modifications, Type 3 – Per Each Sign



DATE: 04/13/2023

SCALE:

EXHIBIT NO.

9