

ADDENDUM NO. 2

Date: July 28, 2025

Project Name: BTR RW 22R Threshold Repair

Owner: Baton Rouge Metropolitan Airport

Garver Project No: 2402549

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

A. SPECIFICATIONS

- 1. Remove the following specifications sections in their entirety, and replace with the same, attached hereto:
 - a. 00 10 10 Table of Contents
 - b. 00 21 00 Instructions to Bidders
 - c. 00 22 13 Bidder's Checklist of Required Items
 - d. 00 22 14 Post Bid Pre Award Checklist of Required Items
 - e. 00 52 00 Contract
 - f. 00 73 00 Special Provisions
 - g. SS-100 Construction Safety and Phasing Plan
- 2. Remove the following specifications sections in their entirety:
 - a. 00 41 00 Bid Form

B. DRAWINGS

- 1. Remove the following drawings in their entirety, and replace with the same, attached hereto:
 - a. Gl001 Cover Sheet
 - b. GC002 Construction Safety and Phasing Notes 2
 - c. GC101 Construction Safety and Phasing Phase 1 Overview

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- 2. Add the following drawings to the set following the cover sheet included in this addendum:
 - a. GC100 Construction Safety and Phasing Overview
 - b. GC101 Construction Safety and Phasing Phase 2 Overview

Ву: _____

Blake Roberson, PE Vice President

Attachments:

Specifications

00 10 10 - Table of Contents

00 21 00 - Instructions to Bidders

00 22 13 - Bidder's Checklist of Required Items

00 22 14 - Post Bid - Pre Award Checklist of Required Items

00 52 00 - Contract

00 73 00 - Special Provisions

SS-100 Construction Safety and Phasing Plan

Drawings

GI001 - Cover Sheet

GC002 - Construction Safety and Phasing Notes 2

GC101 - Construction Safety and Phasing - Phase 1 Overview

GC100 - Construction Safety and Phasing Overview

GC101 - Construction Safety and Phasing - Phase 2 Overview

BLAKE W. ROBERSON
License No. 41347
PROFESSIONAL ENGINEER

IN

ENGINE

Digitally Signed 07/28/2025

END OF ADDENDUM NO. 2



RUNWAY 22R THRESHOLD REPAIR

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Baton Rouge Metropolitan Airport (BTR) Runway 22R Threshold Repair

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	AND SILTATION CONTROL
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00 21 00 INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders not otherwise defined have the meanings indicated in the General Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
 - A. Successful Bidder The lowest responsible, Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
 - B. *Issuing Office* The office from which the Bidding Documents are to be issued.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, as detailed in Section 00 45 13 Qualifications Statement, which must be completed in ink and returned for evaluation with the Bid along with any Owner required documentation.
- 3.02 The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
 - A. Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.
 - B. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
 - financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - 2. a record of integrity;
 - 3. a record of successful completion, defined as, completion of a project within a reasonable time and budget;
 - 4. qualified legally to contract with the Owner, and;
 - has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Project site is identified in the Bidding Documents. By definition, the "Site" includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Special Provisions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - Owner will make pdf digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Provisions, has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - If the Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Section 10 of the General Provisions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in the Special Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in the Special Provisions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct Site visit(s) by appointment, during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

A. If applicable, Site visits and work at the Site will be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Special Provisions.

4.05 Other Work at the Site

A. Reference is made to Section 70-04 of the General Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

- techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 - PRE-BID CONFERENCE

An optional pre-Bid conference will be held at the date and time identified in the Advertisement for Bids and addenda as appropriate. Representatives of Owner and Engineer will be present to discuss the Project. Bidders should attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ninety-six (96) hours prior to the date for opening of Bids may not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. The final addenda shall be issued at a minimum of seventy-two (72) hours prior to the opening of bids' date and time.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a cashier's or certified check, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting requirements acceptable to the owner.

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- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults as set forth in this Section 8.02.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **46** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a milestone, substantial completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 See Section 60-03 of the General Provisions.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by addenda. Any assumptions regarding the possibility of post-Bid approvals of "orequal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidders shall submit Section 00 43 36, List of Proposed Subcontractors as required in Specification Section 00 22 14, Post Bid – Pre Award Checklist of Required Items.

If requested by Owner, before executing any subcontract, and within three (3) days after Bid opening, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. Declining to make requested substitutions will **not** constitute grounds for forfeiture of the Bid security of any Bidder.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities.

12.03 The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Louisiana Public Work Bid Form is included with the Bidding Documents.
 - A. All blanks on the *Louisiana Public Work Bid Form* shall be completed either in ink or type and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the **Louisiana Public Work Bid Form** expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
 - C. A conditional Bid will not be considered.
- 13.02 A Bid by a corporation or partnership shall be executed in the corporate or partnership name by an officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate or partnership address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID

14.01 Base Bid

- A. Bidders shall submit a Bid on a unit price basis for the Base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
- C. Discrepancies between words and figures will be resolved in favor of the figures.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract price will be determined in accordance with Section 90 of the General Provisions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the figures.

14.03 Allowances

A. For cash allowances the Bid price shall include such amounts as the Owner deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Louisiana Public Work Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted as directed in Specification Section 00 22 13, Bidder's Checklist of Required Items.
- A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title and number(s) (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." The Bidders name and return address shall be plainly marked on the package. Mailed Bid shall be addressed to the address stated in the Advertisement for Bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may be disqualified from further bidding on the Work, at the discretion of the Owner.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for **45 days after bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner,** but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new Bids; or proceed with the work otherwise.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the **Louisiana Public Work Bid Form** or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid for which Owner determines funds will be available at the time of award.
- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- D. In the comparison of Bids, schedules will be applied in the same order of priority as listed in the Louisiana Public Work Bid Form. For comparison purposes schedules will be accepted, following the order of priority established in the Louisiana Public Work Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder for the schedule in which the Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identity of subcontractors and suppliers must be submitted as provided in the Bidding Documents.

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- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractors or suppliers.
- 19.06 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.
- 19.08 Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid schedule. In the event the Work is contained in more than one Bid schedule, the Owner may award schedules individually or in combination. In the case of two or more Bid schedules which are alternative to each other, only one of such alternative schedules will be awarded.

ARTICLE 20 - BONDS AND INSURANCE

20.01 Section 30-05 of the General Provisions, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance, and payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF CONTRACT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. The Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 50-05 of the General Provisions.

ARTICLE 22 - SALES AND USE TAXES

22.01 The project **Owner is not** exempt from **Louisiana** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes **shall** be included in the Bid.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Section 90-06 of the General Provisions.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Not Used

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END OF INSTRUCTIONS TO BIDDERS

Baton Rouge Metropolitan Airport (BTR) Runway 22R Threshold Repair		
Runway 22R Threshold Repair		
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00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet may serve as the cover sheet for the bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda		00 41 01
Bid contains the following forms:		
Louisiana Uniform Public Work Bid Form		00 41 01
2. Bid Bond		00 43 13
Corporate Resolution Certificate		00 43 33
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within *three (3)* days after Bid Opening (Two Apparent Low Bidders):

1. See 00 22 14 Post Bid – Pre-Award Checklist of Required Items

Within fifteen (15) days after Notice of Award:

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

- 1. Section 00 52 00, Agreement (all pages and supporting documents)
- 2. Section 00 61 13, Performance Bond
- 3. Section 00 61 16, Payment Bond
- 4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):

- 1. Construction Schedule before preconstruction conference
- 2. Contractor Safety Plan Compliance Documents (SPCD)

Baton Rouge Metropolitan Airport (BTR)		
Runway 22R Threshold Repair		
Seal (if incorporated) Bidder Name:		
Address:		
Contact Name:		
THO.		
Contact Number:		
Signature of Authorized Agent for Bidder:		
3gg		
Date:		

00 22 14 POST BID - PRE AWARD CHECKLIST OF REQUIRED ITEMS

IN ACCORDANCE WITH STATE BID LAW LSA-RS:38:2212 B (3)(a) THE CITY OF BATON ROUGE AND EAST BATON ROUGE PARISH ON BEHALF OF THE BATON ROUGE METROPOLITAN AIRPORT REQUIRES THE TWO APPARENT LOW BIDDERS TO COMPLETE AND SUBMIT THE FOLLOWING FORMS WITHIN THREE (3) DAYS FOLLOWING THE BID OPENING. SUBMIT THE FORMS IN A SEALED ENVELOPED ADDRESSED AND MARKED AS REQUIRED FOR THE BID. This sheet may serve as the cover sheet for the submittal.

Spec. Section	Description	Completed*	
	Submittal contains the following forms:		
00 43 36	List of Proposed Subcontractors		
00 45 13	2. Qualifications Statement		
00 45 37	3. CS-6AAA Bidders Assurance of DBE Participation		
00 45 37	4. Schedule "C" Schedule of DBE Participation		
00 45 39	5. Schedule of DBE Unavailability		
00 45 40	6. Attestations Affidavit		
00 45 46	7. Bidder Certifications		

IN ACCORDANCE WITH STATE BID LAW LSA-RS:38:2212 B (3)(a) FAILURE TO MAKE TIMELY SUBMISSION WILL RESULT IN THE BID BEING DISQUALIFIED AS NON-RESPONSIVE.

Runway 22R Threshold Repair		
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00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between	("Owner") and
	("Contractor").
Owner and Contractor hereby agree as follows:	

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Runway 22R threshold repair consisting of, but not limited to concrete removal, asphalt paving, and electrical equipment removal and replacement.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Garver, LLC**.
- 3.02 The Owner has retained **Garver**, **LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion
Base Bid (Total Project)	42 calendar days

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Final Completion: The Contractor shall complete all punch list items determined by the Owner and the Engineer within 10 consecutive calendar days from the date when the inspection punch list was generated by The Engineer after the Contractor submits a Notice of Substantial Completion. Failure to complete the punch list within 10 consecutive calendar days will result in liquidated damages of \$2,000 per day beyond the 10 days period.

4.04 Special Damages

A. Not Used.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.
- 6.02 Progress Payments; Retainage
 - A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 - INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the

Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form
 - 6. List of Proposed Subcontractors
 - 7. Wage Rates
 - 8. Qualification Statement
 - 9. General Provisions
 - 10. Special Provisions
 - 11. DBE Participation Reporting
 - 12. Attestations Affidavit
 - 13. Bidders Certifications
 - 14. Contract Affidavit
 - 15. Supplemental Specifications as listed in the Table of Contents
 - 16. Technical Specifications as listed in the Table of Contents
 - 17. Drawings
 - 18. Performance Bond
 - 19. Payment Bond
 - 20. Certificates of Insurance
 - 21. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 22. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

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- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the bidding process or affect the
 execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.		
This Agreement will be effective on	(which is the Effective Date of the Contract).	
OWNER:	CONTRACTOR:	
By:	D	
Title:	Title: (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest:	Attest:	
Title:	Title:	
Address for giving notices:	Address for giving notices:	
	License No.: (where applicable)	

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00 73 00 SPECIAL PROVISIONS

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A-01 ACCESS TO RECORDS AND REPORTS

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

A-02 AFFIRMATIVE ACTION REQUIREMENT

- 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: 12.0%

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

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

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

A-03 BREACH OF CONTRACT TERMS

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

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

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

A-04 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, 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.

A-05 CIVIL RIGHTS - GENERAL

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.

A-06 CIVIL RIGHTS – TITLE VI ASSURANCE

City of Baton Rouge and Parish of East Baton Rouge on Behalf of the Baton Rouge Metropolitan Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed.
 Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

- 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.

A-07 CLEAN AIR AND WATER POLUTION CONTROL

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

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

A-08 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A-09 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are

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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.

A-10 DAVIS-BACON REQUIREMENTS

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

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

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

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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

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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 https://www.dol.gov/agencies/whd/governmentcontracts/construction/payroll-certification 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.

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- (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

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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.

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- 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.

A-11 DEBARMENT AND SUSPENSION

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.
- 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.

A-12 DISADVANTAGE BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

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

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

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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 Owner. 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 Owner. 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 bid without prior written consent of the Owner. 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 Owner. Unless the Owner's 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 Owner may provide such written consent only if the Owner 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 Owner 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 Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

A-13 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.

A-14 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)].

A-16 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 identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- 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

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

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

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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 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.
- I. 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.

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- 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.
- 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

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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).

A-17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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.

A-18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

A-19 PROHIBITION OF SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A-20 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.

A-21 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

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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:

- 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.

A-22 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.

A-23 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.

A-24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\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.

A-25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

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;
- 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

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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

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.

A-26 TRADE RESTRICTION CERTIFICATION

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

- 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);
- 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
- 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.

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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.

A-27 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.

A-28 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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SECTION B - STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of this section is to outline the requirements set forth by the State of Louisiana; however, this section does not claim to include all State laws. All requirements set for by the State of Louisiana for bidding and bonding shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 BIDDING

Bidding shall be pursuant to Louisiana Code RS 38:2212.

B-03 BONDING

Bonding shall be pursuant to Louisiana Code RS 38:2241.

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SECTION C - LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below, but in no event shall such limits be less than those required by applicable law. The insurance shall be written by insurance companies and on forms acceptable to Owner.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractor's insurance as described herein, Owner has the right to withhold payments to the Contractor until the requirements have been met.

Owner and Engineer shall be included as an insured as follows "City of Baton Rouge and Parish of East Baton Rouge on behalf of the Baton Rouge Metropolitan Airport" and "Garver, LLC," (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 <u>Commercial General and Umbrella Liability Insurance:</u> Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

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C-01.2 <u>Continuing CGL Coverage</u>: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 <u>Commercial Auto and Umbrella Liability Insurance</u>: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.4 <u>Workers' Compensation Insurance</u>: Contractor shall maintain workers' compensation and employer's liability insurance in accordance with statutory limits.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

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C-01.5 <u>Property Insurance</u>: If applicable, Contractor shall purchase and maintain property insurance for the Work at its own expense. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

- C-01.6 <u>Primary and Non-contributory</u>: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.
- C-01.7 <u>Waiver of Subrogation</u>: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.
- C-01.8 <u>No Implied Waiver</u>: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.9 <u>Cancellation, Non-Renewal, and/or Impairment Notification</u>: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement;

The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies;

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

The amount of additional premium required for including the Owner and Garver, LLC on the Contractor's policy as additional insured shall be subsidiary to other contract items.

Runway 22R Threshold Repair

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:

Mike Edwards
Baton Rouge Metropolitan Airport
9430 Jackie Cochran Dr., Suite 300
Baton Rouge, LA 70807
MEdwards@flybtr.com

Garver:

Blake Roberson, PE 2900 Westford Drive, Suite 401 Baton Rouge, LA 70827 BWRoberson@GarverUSA.com

C-01.10 Sample Certificate of Liability Insurance:

ACORD CERT	ΓIF	IC	ATE OF LIA	BILITY IN	SURA	NCE	DATE (MI	M/DD/YYYY) dated)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OF	R NEGATIVELY AMEND, I DOES NOT CONSTITUTI	EXTEND OR ALTI	ER THE CO	VERAGE AFFORDED E	BY THE	POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cert	ain p	olicies may require an en					
PRODUCED	seme	:11(5)		2011407 114115	Agency	contact		$\overline{}$
Agency Name Agency Address				PHONE (A/C, No, Ext):	Agency		Ma).	
Agency Address						ntact email addres		
						RDING COVERAGE		NAIC#
ww.stephens.com						(AM Best Rating)		
NSURED				INSURER B :				
Named Insured on the policies				INSURER C :				
				INSURER D :				
				INSURER E:				
				INSURER F:				
			NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME AIN,	NT, TERM OR CONDITION OF THE INSURANCE AFFORDE	OF ANY CONTRACT D BY THE POLICIES	OR OTHER I	DOCUMENT WITH RESPE	CT TO W	HICH THIS
NSR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
GENERAL LIABILITY						EACH OCCURRENCE	\$	_5,000,000
✓ COMMERCIAL GENERAL LIABILITY	X	X	XXXXXXXXX			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	5,000,000
POLICY / JECT LOC						COMBINED SINGLE LIMIT	\$	_
AUTOMOBILE LIABILITY	х	x	xxxxxxxxxx			COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ALL OWNED SCHEDULED		<u> </u>				BODILY INJURY (Per person)	\$	
AUTOS AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	,	
HIRED AUTOS AUTOS						(Per accident)	\$	
							\$	
✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE	X	X	XXXXXXXXXX			AGGREGATE	\$	
DED RETENTION \$ XXXXX			Umbrella / Excess only if				\$	
			needed to meet the requi underlying General Liabil				\$	
			limit	"			\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		,,	VVVVVVVVV			✓ WC STATU- TORY LIMITS OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	X	XXXXXXXXXX			E.L. EACH ACCIDENT	\$	500,000
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE		500,000
DÉSCRIPTION OF OPERATIONS below			VVVVVVVV			E.L. DISEASE - POLICY LIMIT	\$	500,000
			XXXXXXXXXX					
If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Owner & Garver, LLC shall be included and Umbrella or substitute endorsement	as an prov	Add iding	itional Insured by endorser equivalent coverage. Cov	ment #CG2010(11 verage shall be Pri	/85) on the 0 mary and no	E.L. DISEASE - POLICY LIMIT Seneral Liability and #C/ n-contributory with resp	\$A2048 on	500,0 the Autor y other ins
or self-insurance programs afforded to the 60 day notice will be provided to the Own CERTIFICATE HOLDER			arver LLC in the event of c					
Owner and Garver LLC				SHOULD ANY OF	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
Cui i Si ELO			ļ.	AUTHORIZED DEDDOOR	NT ATIVE			
			ľ	AUTHORIZED REPRESE				
				(must be signed	by the Com	actor's Insurance Agen	t)	
A CODD OF (0044)(07)			0000	© 19	88-2010 AC	ORD CORPORATION.	All right	s reserv

ACORD 25 (2010/05)

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C-02 LOCATION OF WORK

The work to be performed is located on Runway 22R Threshold at the Baton Rouge Metropolitan Airport at 9430 Jackie Cochran Dr, Baton Rouge, LA 70811

The project is accessible via Lloyd Stearman Drive and then through an existing airfield gate. A project map showing the Contractor's access and haul routes have been included in the Plans.

C-03 UTILITIES

All work in this contract shall be in accordance with the Louisiana Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

C-04 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 EXTENSIONS OF TIME

Extensions of time for completion, under the condition of 3(a) next below, <u>will</u> be granted; extensions <u>may</u> be granted under other stated conditions:

- 1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
- 2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 40° F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather- Related Events	Holidays
January	15	2
February	9	1
March	8	0
April	9	0
May	9	1
June	11	1
July	13	1
August	12	0
September	8	1
October	7	1
November	3	2
December	9	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

- 3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
- a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. Weather reporting locations and procedures shall be discussed during the preconstruction meeting. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in theses specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-08 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-09 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-10 CONSTRUCTION WARRANTY OBSERVATION COST

The Contractor will be responsible for all costs associated with construction observation and oversight for work related to warranty repair as described in the General Provisions.

C-11 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-12 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

 Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Runway 22R Threshold Repair

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-13 STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Louisiana Department of Environmental Quality (LDEQ) and that construction sites where soils are disturbed are required to be permitted in accordance with LDEQ Permit Number LAR600000. This regulation is mandated by Title 40 Code of Federal Regulations (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to LDEQ (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting LDEQ, (504) 736-7702 and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.

C-14 SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

The following report(s) of exploration and tests of subsurface conditions at or contiguous to the site used by Design Engineer in preparing the Contract Documents are available upon 48 hours' notice to Owner.

Report dated **July 28, 2024**, prepared by **Terracon** entitled "**Baton Rouge Airport – RW 22 Repairs** - **Geotechnical Engineering Report**".

The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been used by Design Engineer in preparing the Contract Documents.

None Noted

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The following reports, and drawings of hazardous environmental conditions at or contiguous to the site have been used by Design Engineer in preparing the Contract Documents.

No reports of exploration and tests of hazardous environmental conditions at or contiguous to the site have been used by Design Engineer in preparing the Contract Documents.

No drawings of hazardous environmental conditions at or contiguous to the site have been used by Design Engineer in preparing the Contract Documents.

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information, geotechnical reports, or hazardous environmental conditions made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

If in any case, the recommendations set forth in the reports or drawings listed above conflict with the requirements set forth in these Contract Documents, the requirements in the Contract Documents shall take precedence.

C-15 OWNER'S SAFETY PROGRAM

Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The following Owner safety programs are applicable to the Work:

1. HEALTH AND SAFETY PLAN AND INSPECTIONS

The Contractor shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration (OSHA) and all applicable Health and Safety Provisions of the State of Louisiana.

The Contractor shall institute a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Progress Reports and kept at the Project Site during the Work.

The Contractor shall incorporate the Health and Safety Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

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C-16 DAILY PROGRESS REPORTS

The Contractor shall record the following daily information on Daily Progress Reports:

- 1. Date and signature of the author of the report;
- 2. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- 3. Field notes of all surveys;
- 4. Notes on all inspections;
- 5. Details of Health and Safety meetings;
- 6. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- 7. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- 8. The amount of time lost to severe weather or personnel injury, etc;
- 9. Notes regarding compliance with the Progress Schedule;
- 10. Visitor log including Name, organization affiliation, contact number and email.

The daily progress reports shall be submitted to the Engineer at the Weekly Progress Meetings in both hard copy and digital format (Adobe Acrobat® Format, or approved equal). The typical form for Daily Progress Reports shall be developed by the Contractor and incorporated into the Work Plan.

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C-17 HURRICANE AND SEVERE STORM PLAN

Hurricane season extends from 1 June to 30 November. The Contractor shall develop and maintain a written Hurricane and Severe Storm Plan. The Plan shall include, but not be limited to, the following:

- 1. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions will require shutdown of the Work and removal of equipment, personnel, etc.
- 2. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- 3. Equipment list with details on their ability to handle adverse weather. The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.
- 4. The estimated time necessary to secure and evacuate the site including any emergency flood protection.
- 5. Methods which will be used to secure equipment left onsite during adverse weather conditions.
- 6. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- 7. Communications protocol with local law enforcement and fire and rescue agencies.

The Contractor shall incorporate the Hurricane and Severe Storm Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

END OF SPECIAL PROVISIONS

Baton Rouge Metropolitan Airport (BTR) Runway 22R Threshold Repair

RELEASE OF LIEN

FROM:	Contractor's Name:		
	Address:		
TO:	Owner's Name:		
	Address:		
DATE C	OF CONTRACT:		
the Owr	eceipt of the final payment and in considence and its agents from any and all clain occurring from the undersigned's perform	ms arising under or by virtue of t	
project.			
Contrac	tor's Signature:		
Title:			
Subscrit	bed and sworn to before me this	day of	
		Notary Public	
		My Commission Expires:	

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Baton Rouge Metropolitan Airport (BTR) Runway 22R Threshold Repair

CONTRACTOR'S AFFIDAVIT

FROM:	Contractor's Name:			
	Address:	· · · · · · · · · · · · · · · · · · ·	 	
TO:	Owner's Name:			
	Address:	· · · · · · · · · · · · · · · · · · ·		
DATE O	F CONTRACT:			
	certify that all claims for material, laboration or used in the course of the perform			ngent and incident to the
project h	nave been fully satisfied.			
Contract	tor's Signature:			
Title:				
Subscrik	bed and sworn to before me this	day of		, 20 .
				-
		Notary Public		
		My Commission E	Expires:	
that sho	ety Company consents to the release of t uld any unforeseen contingencies arise b waive liability through the consent to the	having a right of act	ion on the bond	that the Surety Company
Dated: .				
Surety C	Company:			
Ву:	nt Agent, State of Louisiana			
Residen	nt Agent, State of Louisiana			

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ITEM SS-100 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

DESCRIPTION

100-1.1 This item includes notes in reference to construction safety and phasing for the project. This item shall be used in conjunction with all Construction Safety Drawings and Construction Safety and Phasing Notes in the plans.

CONSTRUCTION SAFETY AND PHASING NOTES

100-2.1 Coordination.

- a. Contractor Progress Meetings The Owner, Engineer, and Contractor will hold progress meetings on a coordinated schedule during construction. Operational safety will be a standing agenda item in such meetings.
- b. Scope or Schedule Changes The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this contract and/or scope or schedule changes. The Contractor shall attend all such conferences. Changes in the scope or duration of the project may necessitate revisions to the CSPP and review and approval by the airport operator and the FAA.
- c. FAA Coordination Coordination with the FAA ATO for the required shutdown of FAA owned facilities for this project has been completed. The FAA ATO contact for this project is Dustin Surratt (225) 354-2101 for all runway closure coordination. For threshold lighting and MALS lighting operations the FAA Tech Ops contact is Jason Maroon (337) 262-2721.
- **100-2.2 Phasing.** During performance of this project, the airport's runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. The project is phased to reduce operational impacts at the airport.
- a. Phase Elements If necessary for each phase, the construction safety drawings detail the areas closed to aircraft operations, estimated duration of closures, taxi routes, ARFF access routes, construction staging areas, construction access and haul routes, NAVAID impacts, lighting and marking changes, available runway length, declared distances, hazard marking and lighting, and required lead time for NOTAMS.
- b. Construction Safety Drawings See GC series sheets of the construction plans for construction safety drawings.

100-2.3 Areas of operations affected by construction activity.

See sheet GC002 in the construction plans.

100-2.4 Protection of navigation aids (NAVAIDs). The Contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities Sector representative. Navigational aids include instrument landing system components, very high-frequency omni-directional range stations, and airport surveillance radar. Such restricted areas are depicted on the construction safety drawings.

Facility Type	Phase(s) Impacted	Impact
Runway 22 MALS	1 & 2	Facility disabled

100-2.5 Contractor access.

- a. Location of Stockpiled Materials No personal vehicles of contractor's employees will be allowed inside the secured area of the airport. All material deliveries shall be received in the staging area reserved by the contractor. No delivery trucks will be allowed access to a secured area of the airport beyond this staging area. Stockpiled materials and equipment are not permitted within the active runway safety area and obstacle free zone. The contractor shall receive approval from the Engineer and FAA air spacing office prior to locating stockpiles or equipment within the object free area, safety area, or obstacle free zone. No stockpile shall be greater than 15-ft in height.
- b. Vehicle and Pedestrian Operations See the construction safety drawings for construction site parking, equipment storage areas, and access and haul routes. Vehicular traffic shall always yield to aircraft traffic.

When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

All construction vehicles shall be clearly identified for control purposes by prominently displaying the company name on each side of the vehicle. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan.

At 14 CFR Part 139 certified and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance or be escorted by someone who is.

- c. Airport Security Personnel entering the secured area must be in possession of and display a valid airport identification badge at all times or must be escorted by a person with a valid airport identification badge. Any person who is escorting individuals must be in direct control of the escorted individuals at all times. Any person who has been issued a badge, but is not in possession of the badge, may not enter the secured area of the airport. Airport identification badges may be obtained at the BTR Badge Office location during regular scheduled times for issuance of badges, visit www.flybtr.com/secruity for more information. There is a \$30 charge for issuance of the badge and \$60 charge for the fingerprinting and background check. Any badges that are lost will be subject to a \$250 charge and all badges must be returned to the airport upon completion of the project unless directed otherwise by the airport. Any fine, including any and all associated costs, assessed the airport for failure to maintain security of the airport which are a result of the negligence of the prime contractor, any of his subcontractors, or any supply/delivery personnel, will be assessed to the prime contractor and shall be deducted from any monies due him.
- d. Two-Way Radio Communications Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are not required between Contractor personnel and the Airport Traffic Control Tower, airport operations will assist contractor during construction activities.

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- e. Control of Gates The Contractor shall be responsible for maintaining the security of the access gates by keeping the access gate locked or guarded at all times. Should the Contractor fail, at any time, to keep the access gate locked or guarded, there shall be a fine of \$400 assessed to the Contractor, for each occurrence that the Contractor fails to maintain the security of the access gate. All fines assessed to the Contractor shall be deducted from any monies due to him/her.
- **100-2.6 Wildlife management.** The Contractor shall review and adhere to the contents of the airport operator's wildlife hazard management plan. The Contractor shall also review AC 150/5200-33, hazardous wildlife attractants on or near airports, and CertAlert 98-05, grasses attractive to hazardous wildlife (www.faa.gov). The Contractor shall carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports. The contractor shall mitigate the following items.
 - a. Trash The Contractor shall perform trash clean-up on a daily basis.
- b. Standing Water The Contractor provide temporary drainage during construction to avoid standing water.
- c. Tall Grass and Seeds The Contractor shall keep all grass mowed and maintained as required by Airport operations and the RPR.
- d. Poorly Maintained Fencing and Gates The Contractor shall immediately report any damage to gates or fences. The Contractor will be responsible for repairs to any gates or fences caused by negligence by the Contractor.
- e. Disruption of Existing Wildlife Habitat The Contractor shall notify the airport immediately of any wildlife sightings.

100-2.7 Foreign object debris (FOD) management.

The Contractor shall ensure that the pavement surfaces in the active movement area are kept clean from dirt, mud, and other debris from the Contractor's equipment. Frequent clean up in the vicinity of Contractor's work areas is required.

The Contractor shall require vehicle operators to check tires prior to traversing active airfield pavement. Any material tracked onto an active airfield pavement by construction equipment shall be immediately removed. See AC 150/1510-24, foreign object debris (FOD) management (www.faa.gov) for further instruction.

100-2.8 Hazardous materials (HAZMAT) management.

If any construction vehicle or equipment is operated within airport property, the Contractor must be adequately prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Special care must also be taken when handling or transporting hazardous materials on airport property. The contractor shall notify the Engineer immediately after any hazardous material spill. Management of hazardous wastes must strictly follow the most current stringent Federal, State and local regulations governing treatment, storage, and disposal. See AC 150/5320-15, management of airport industrial waste (www.faa.gov), for further instruction.

100-2.9 Notification of construction activities.

- a. List of Responsible Representatives A point of contact list will be completed as part of ITEM SS-101 Safety Plan Compliance Document (SPCD) and will be delivered to all parties prior to construction.
 - b. Notices to Air Missions (NOTAM) Before beginning any construction activity, the Contractor must,

Runway 22R Threshold Repair

through the airport operator, give notice using the NOTAM system of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the Contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM system.

- c. Emergency Notification Procedures In the event of an emergency, the Contractor shall call 911 and immediately notify the Engineer and airport staff.
- d. Coordination with ARFF personnel Any deactivation of water lines or hydrants, rerouting of access routes, or use of hazardous materials on the airfield shall be coordinated and approved by the airport's ARFF personnel prior to execution of such activities.
- e. Notification to the FAA The Contractor shall ensure, through the Engineer, that all construction equipment over 35-ft in height is air spaced through the appropriate FAA regional or district office prior to using such equipment on site.
- f. Shutdown of any FAA owned NAVAID shall be coordinated with the FAA ATO 45 days prior to the proposed shutdown. The Contractor shall provide an additional seven days advance notice to the airport to coordinate with the FAA ATO Tech Ops office responsible for the FAA facilities. Shutdown of an Airport owned and FAA maintained NAVAID of 24 hours or greater, or more than 4 hours daily on consecutive days, shall be coordinated with the FAA ATO a minimum of 45 days prior to the shutdown.

100-2.10 Inspection requirements.

- a. Daily Inspections The Contractor shall perform daily safety inspections to verify all construction operations are in conformance with the CSPP.
- b. Interim Inspections Prior to opening any portion of the airport to traffic, the Contractor, Engineer, and airport operator shall perform a safety inspection of the area to be opened to traffic to verify conformance with the CSPP and FAA standards
- c. Final Inspections At the completion of the project, the Contractor, Engineer, airport operator, and, if necessary, FAA shall perform a final safety inspection to verify conformance with the plans and specifications.
- **100-2.11 Underground utilities.** Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown. Prior to beginning any type of excavation, the contractor shall contact the utilities involved and make arrangements for the location of the utilities on the ground. The contractor shall maintain the utility location markings until they are no longer necessary.

Louisiana state law, the underground facilities damage prevention act, requires two working days advance notification through the one-call system center before excavating using mechanized equipment or explosives (except in the case of an emergency). The one-call system phone number is 1-800-272-3020. The contractor is advised that there is a severe penalty for not making this call. Not all utility companies are members of the Louisiana one-call system; therefore, the contractor is advised to contact all non-member utilities as well as the one-call system.

Due to FAA underground cables being located in the areas depicted in the plans, the contractor shall use extreme caution when working in these areas. The Contractor shall notify FAA ATO Ops personnel a minimum of 72 hours prior to construction in these areas to ensure no FAA utilities will be impacted. Any FAA equipment or utilities damaged during construction shall be replaced by the contractor at no expense to the owner or the FAA.

Runway 22R Threshold Repair

- **100-2.12 Penalties.** Failure of the Contractor (including employees) or any of his subcontractors (including employees) to comply with ATCT instructions, the airport safety plan, or any of the other requirements of the airport while operating on airport property, shall be subject to the following:
- a. First Offense The Contractor shall receive a fine of \$1,000.00, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fines or penalties imposed on the airport as a result of the incident will be assessed to the Contractor.
- b. Second Offense The Contractor shall receive a fine of \$5,000.00 to be deducted from any monies due him, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fine or penalties imposed on the airport as a result of the incident will be assessed to the contractor.
- c. Third Offense Work will be suspended. The Contractor (including employees) and any of his subcontractors (including employees) who will operate ground vehicles on the airport shall successfully complete, for a second time, formalized airport safety training, to be conducted by airport staff. When the contractor's employees have completed airport safety training to the satisfaction of the owner, work may continue at the discretion of the Owner.

100-2.13 Special conditions.

a. None noted.

100-2.14 Runway and taxiway visual aids.

- a. General All airport markings, lighting, signs, and visual NAVAIDs that are in operation must be clear from all obstructions. All temporary markings, signs, lights, or other visual aids must be secured in place to prevent damage or displacement by prop wash, jet blast, wing vortices, or other wind currents.
- b. Markings All temporary or permanent runway and taxiway visual aids shall conform to the requirements of the most recent edition of FAA AC 150/5340-1 (www.faa.gov). Markings for this project include the following:
- i. Temporarily Closed Runways The Contractor shall be responsible for furnishing, installing, and maintaining runway closure markers on top of the runway designation markers. See details on construction safety drawings for closed runway marker detail.
- ii. Temporarily Closed Taxiways The Contractor shall be responsible for furnishing, installing, and maintaining taxiway closure markers at the entrance to the closed taxiway from the adjacent runway. The taxiway closure markers shall be installed inside the runway safety area. The contractor shall also furnish and install low profile barricades at the entrance to the closed taxiway from an adjacent taxiway. Barricades shall be installed outside all active taxiway safety areas. See details on construction safety drawings for closed taxiway marker and low-profile aircraft barricade details.
- c. Lighting and Visual Aids All temporary lighting for runway and taxiway systems shall conform to the requirements of the most recent edition of FAA AC 150/5340-30 and 150/5345-50 (www.faa.gov). The contractor shall be responsible for disconnecting isolation transformers associated with any runway or taxiway light fixtures that are being disconnected.

All construction, alteration, or removal of FAA owned equipment shall be in accordance with the requirements set forth in the approved FAA reimbursable agreement. No work shall be completed on FAA owned equipment prior to completion of the FAA reimbursable agreement.

Runway 22R Threshold Repair

- d. Existing Signs Any sign that is not performing its normal function must be covered or removed to prevent misleading pilots, with the exception of runway holding position signs which shall remain operational if the area is still open to access to vehicular traffic.
- e. Temporary Signs The Contractor shall install all temporary signs in accordance with the most recent edition of FAA AC 150/5345-44 and 150/5340-18.
- **100-2.15 Marking and signs for access routes.** The contractor shall be responsible for supplying and installing all necessary markings and signage for all access routes to and from the site to be used by contractor personnel, subcontractor personnel, or delivery operations. All signage in the air operations area shall be frangible mounted.

100-2.16 Hazard marking and lighting.

- a. Purpose Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents contractor personnel from entering areas open to aircraft.
- b. Equipment The contractor shall furnish, install, and maintain low-profile barricades in hazardous areas inside movement areas. Barricades shall restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, barricades shall be equipped with red flashing or steady burning lights. The spacing of barricades shall be such that a breach is physically prevented barring a deliberate act. If barricades are intended to prevent pedestrians, then they shall be linked. See details on construction safety drawings for low-profile aircraft barricade detail.
- 100-2.17 Work zone lighting for nighttime construction. All work conducted at night shall be accompanied by adequate light facilities to complete the work. All light facilities shall be aimed or shielded as necessary to avoid impacting aircraft or ATCT operations. The Contractor shall be required to submit a lighting plan showing the location and aiming direction of all light facilities prior to the completion of any night work.

100-2.18 Protection of safety areas, object free areas, object free zones, and approach/departure surfaces.

- a. Runway Safety Areas (RSA) No work shall be permitted within an active RSA. If required, adjustments to the RSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. The Contractor shall ensure adequate distance protection for blast projection, as needed. All open trenches or excavations within the limits of the RSA shall be back filled or covered prior to opening the runway to operations. In addition, erosion control measures shall be provided in the RSA to prevent ruts, humps, or depressions inside the limits of the RSA.
- b. Runway object free areas (ROFA) No material shall be stockpiled inside the limits of the active ROFA unless approved by air spacing through the appropriate FAA airports regional or district office.
- c. Taxiway safety areas (TSA) No work shall be permitted within an active TSA. If required, adjustments to the taxiway TSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. All open trenches or excavations within the limits of the TSA shall be back filled or covered prior to opening the taxiway to operations, with the exception of straight segments meeting the requirements of FAA AC 150/5370-2. In addition, erosion control measures shall be provided in the TSA to prevent ruts, humps, or depressions inside the limits of the TSA.

Runway 22R Threshold Repair

- d. Taxiway Object Free Areas (TOFA) No construction shall be permitted inside an active TOFA unless the taxiway has been restricted to operations requiring a TOFA equal to that of the TOFA available. If required, construction may be permitted inside the TOFA if the taxiway centerline markings are offset with centerline reflectors or lighting, or appropriate NOTAMs are issued. Construction may also be permitted inside the TOFA if a five foot wing tip clearance is maintained for all construction equipment and vehicles. In this scenario, flaggers and wing walkers must be used to direct traffic through the construction site.
- e. Obstacle Free Zone (OFZ) No personnel, material, or equipment shall penetrate the OFZ while the runway is open to operations. The dimensions of the OFZ are as defined in FAA AC 150/5300-13 (www.faa.gov).
- f. Approach/Departure Surfaces All contractor personnel, materials, and equipment shall remain clear of the applicable threshold siting surfaces as defined in Chapter 3 of FAA AC 150/5300-13 (www.faa.gov). Construction activities that require penetration into the threshold siting surface shall be accomplish through displacing or partially closing the runway. Such construction activities shall require coordination with the FAA airports regional or district office.

100-2.19 Other limitations on construction.

a. Prohibitions - The use of tall equipment (i.e. cranes, concrete pumps) shall not be permitted unless approved by the engineer and proper coordination for FAA aeronautical study is completed. The submittal for this coordination shall take place at least 45 days prior to anticipated use.

Open flame welding and torch cutting operations are not permitted unless adequate fire safety precautions are provided and these operations are authorized by the airport operator and the engineer.

Electrical blasting caps shall not be permitted within 1,000-ft of the airport property. Flare pots are not permitted within the air operations area.

MEASUREMENT AND PAYMENT

100-3.1 Adherence to the requirements of the CSPP will not be measured for separate payment.

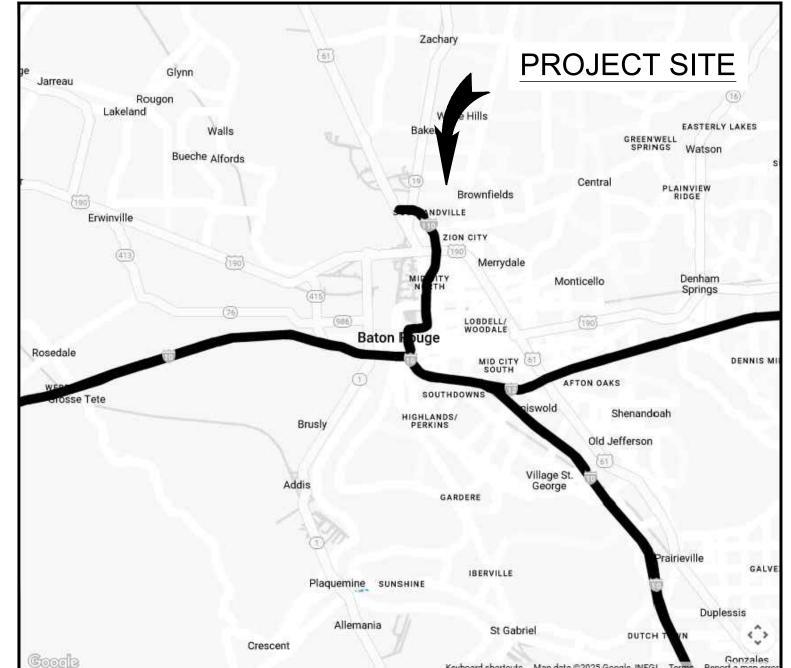
END OF ITEM SS-100

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RUNWAY 22R THRESHOLD REPAIR BATON ROUGE METROPOLITAN AIRPORT

BATON ROUGE, LOUISIANA
ISSUED FOR BID

SHEET DRAW
NO. DRAW





BATON ROUGE METRO AIRPORT

Keyboard shortcuts Man data ©20

VICINITY MAP

NO SCALE



CAUTION: UNDERGROUND UTILITIES ARE WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN, AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEYARE NO LONGER NECESSARY. LOUISIANA STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE LOUISIANA ONE-CALLSYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT INTHE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-272-3020. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THIS CALL. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE LOUISIANA ONE-CALL SYSTEM; THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.

FAA AIP NO. 3-22-0006-134-2025 GARVER PROJECT NO. 2402549 JUNE 2025





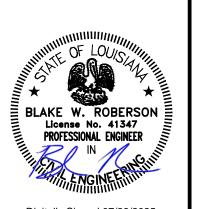
2644 S. Sherwood Forest Blvd Suite 200 Baton Rouge, LA 70816 (225) 408-8249

SHEET NO.	DRAWING NO.	SHEET TITLE
	•	GENERAL
1	GI001	COVER SHEET
2	GI101	PROJECT LAYOUT AND SURVEY CONTROL PLAN
3	GC001	CONSTRUCTION SAFETY AND PHASING NOTES 1
4	GC002	CONSTRUCTION SAFETY AND PHASING NOTES 2
5	GC100	CONSTRUCTION SAFETY AND PHASING OVERVIEW
5a	GC101	CONSTRUCTION SAFETY AND PHASING - PHASE 1 OVERVIEW
5b	GC102	CONSTRUCTION SAFETY AND PHASING - PHASE 2 OVERVIEW
6	GC501	CONSTRUCTION SAFETY AND PHASING DETAILS
		CIVIL
7	CE101	EROSION CONTROL PLAN
8	CE501	EROSION CONTROL DETAILS
9	CD101	EXISTING CONDITIONS AND DEMOLITION PLAN
10	CD501	DEMOLITION DETAILS
11	CP101	PAVING AND JOINT LAYOUT PLAN
12	CP301	TYPICAL SECTION
13	CJ501	JOINT DETAILS
14	CG101	ELEVATION AND RESTORATION PLAN
		ELECTRICAL
15	EN001	LIGHTING LEGEND AND GENERAL NOTES 1
16	EN002	LIGHTING LEGEND AND GENERAL NOTES 2
16	EN100	LIGHTING PLAN - OVERVIEW
17	ED101	LIGHTING REMOVAL PLAN
18	EL101	LIGHTING INSTALLATION PLAN
19	EL501	LIGHTING INSTALLATION DETAILS
		MISCELANEOUS (REFERENCE ONLY)
21		AIRFIELD ELECTRICAL VAULT LAYOUT AND DETAILS

T		SUMMARY OF QUANTITI		ESTIMATED
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY
1	SS-120-3.1	Construction Safety and Security	LS	100%
2	SS-301-5.1a	2" PVC Conduit	LF	300
3	SS-301-5.1b	2" PVC Conduit Couplings	EA	30
4	SS-301-5.1c	2" PVC Connectors	EA	140
5	SS-301-5.1d	Threshold Bar Light Removal	EA	18
6	SS-301-5.1e	Runway Threshold Light Removal	EA	8
7	SS-301-5.1f	Base Plate	EA	8
8	SS-301-5.1g	Base Can	EA	26
9	SS-510-5.1	4" Clean Crushed Stone Edge Treatment	SY	90
10	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%
11	C-102-5.1	Temporary Erosion Control	LS	100%
12	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%
13	C-105-6.2	Haul Road Restoration	TON	40
14	P-101-5.1	Pavement Removal	SY	240
15	P-101-5.2	Base or Subgrade Removal	CY	210
16	P-209-5.1	Crushed Aggregate Base Course	CY	250
17	P-401-8.1	4" Asphalt Surface Course	SY	170
18	P-403-8.1	4" Asphalt Base Course	SY	170
19	P-610-6.1	36" MALS Bar Concrete Pavement	SY	65
20	P-610-6.2	Threshold Lighting Duct Bank	LS	1
21	T-904-5.1	Sodding	SY	10
22	L-108-5.1	Trenching for underground Conduit	LF	40
23	L-108-5.2	5 kV cable, #6 AWG	LF	615
24	L-108-5.3	Bare Counterpoise Ground Cable, #2	LF	50
25	L-108-5.4a	Copper Ground Rod, 3/4" X 10'	EA	8
26	L-108-5.4b	Copper Ground Lug	EA	8
27	L-108-5.9	#8 AWG THWN	LF	540
28	L-110-5.2a	Electrical Conduit, 2" PVC	LF	300
29	L-110-5.2b	2" PVC Couplings	EA	30
30	L-110-5.2c	2" PVC Connectors	EA	140
31	L-110-5.2d	Backhoe Rental	LS	1
32	L-110-5.2e	Jack and Bore	LS	1
33	L-125-5.1a	L-823 Primary Connector Kit	EA	8
34	L-125-5.1b	L-830 Isolation Transformer	EA	8
35	L-125-5.1c	L-867 Base Cans, 16" Diameter X 24" Deep with Two 2" Grommets	EA	26
36	L-125-5.1d	Base Can Gaskets	EA	26
37	L-125-5.1e	Threshold Bar Light Installation	EA	18
38	L-125-5.1f	Runway Threshold Light Installation	EA	8

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AGREEMENT FOR THIS WORK.



1 7/28/2025 ADDENDUM NO. 2 CMM STANDED FOR BID

BATON ROUGE METRO AIRPORT

ON ROUGE METROI ORT I ROUGE, LOUISIANA

COVER SHEET

JOB NO.: 2402549 DATE: JULY 2025 DESIGNED BY: CMM DRAWN BY: DJD

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

GI001

NUMBER

Suite 401

Baton Rouge, LA 70827

(504) 458-2456

C. LIGHTING AND VISUAL NAVAIDS - ALL TEMPORARY LIGHTING FOR RUNWAY AND TAXIWAY SYSTEMS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT EDITION OF FAA AC 150/5340-30 AND 150/5345-50 (www.faa.gov). THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ISOLATION TRANSFORMERS ASSOCIATED WITH ANY RUNWAY OR TAXIWAY LIGHT FIXTURES THAT ARE BEING DISCONNECTED.

IF APPLICABLE, ALL CONSTRUCTION, ALTERATION, OR REMOVAL OF FAA OWNED EQUIPMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE APPROVED FAA REIMBURSABLE AGREEMENT. NO WORK SHALL BE COMPLETED ON FAA OWNED EQUIPMENT PRIOR TO COMPLETION OF THE FAA REIMBURSABLE AGREEMENT.

- D. SIGNS THE CONTRACTOR SHALL INSTALL ALL SIGNS IN ACCORDANCE WITH THE MOST RECENT EDITION OF FAA AC 150/5345-44 AND 150/5340-18. ANY SIGN THAT IS NOT PERFORMING ITS NORMAL FUNCTION MUST BE COVERED OR REMOVED TO PREVENT MISLEADING PILOTS.
- 15. MARKING AND SIGNS FOR ACCESS ROUTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL NECESSARY MARKINGS AND SIGNAGE FOR ALL ACCESS ROUTES TO AND FROM THE SITE TO BE USED BY CONTRACTOR PERSONNEL, SUBCONTRACTOR PERSONNEL, OR DELIVERY OPERATIONS. ALL SIGNAGE IN THE AIR OPERATIONS AREA SHALL BE FRANGIBLY MOUNTED.

- 16. HAZARD MARKING AND LIGHTING
 - A. PURPOSE HAZARD MARKING AND LIGHTING PREVENTS PILOTS FROM ENTERING AREAS CLOSED TO AIRCRAFT AND PREVENTS CONTRACTOR PERSONNEL FROM ENTERING AREAS OPEN TO AIRCRAFT.
 - B. EQUIPMENT THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LOW-PROFILE BARRICADES IN HAZARDOUS AREAS INSIDE MOVEMENT AREAS. BARRICADES SHALL RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, BARRICADES SHALL BE EQUIPPED WITH RED FLASHING OR STEADY BURNING LIGHTS. THE SPACING OF BARRICADES SHALL BE SUCH THAT A BREACH IS PHYSICALLY PREVENTED BARRING A DELIBERATE ACT. IF BARRICADES ARE INTENDED TO PREVENT PEDESTRIANS, THEN THEY SHALL BE LINKED. SEE DETAILS ON CONSTRUCTION SAFETY DRAWINGS FOR LOW-PROFILE AIRCRAFT BARRICADE DETAIL.
- 17. PROTECTION OF SAFETY AREAS, OBJECT FREE AREAS, OBJECT FREE ZONES, AND APPROACH/DEPARTURE SURFACES.
 - A. RUNWAY SAFETY AREAS (RSA) NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE RUNWAY SAFETY AREA. IF REQUIRED, ADJUSTMENTS TO THE RSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ENSURE ADEQUATE DISTANCE PROTECTION FOR BLAST PROJECTION, AS NEEDED. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE RSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE RUNWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE RSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE RSA.
 - B. RUNWAY OBJECT FREE AREAS (ROFA) NO MATERIAL SHALL BE STOCKPILED INSIDE THE LIMITS OF THE ACTIVE ROFA UNLESS APPROVED BY AIR SPACING THROUGH THE APPROPRIATE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.
 - C. TAXIWAY SAFETY AREAS (TSA) NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE TSA. IF REQUIRED, ADJUSTMENTS TO THE TAXIWAY TSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE TSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE TAXIWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE TSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE TSA.
 - D. TAXIWAY OBJECT FREE AREAS (TOFA) NO CONSTRUCTION SHALL BE PERMITTED INSIDE AN ACTIVE TOFA UNLESS THE TAXIWAY HAS BEEN RESTRICTED TO OPERATIONS REQUIRING A TOFA EQUAL TO THAT OF THE TOFA AVAILABLE. IF REQUIRED, CONSTRUCTION MAY BE PERMITTED INSIDE THE TOFA IF THE TAXIWAY CENTERLINE MARKINGS ARE OFFSET WITH CENTERLINE REFLECTORS OR LIGHTING, OR APPROPRIATE NOTAMS ARE ISSUED. CONSTRUCTION MAY ALSO BE PERMITTED INSIDE THE TOFA IF A FIVE FOOT WING TIP CLEARANCE IS MAINTAINED FOR ALL CONSTRUCTION EQUIPMENT AND VEHICLES. IN THIS SCENARIO, FLAGGERS AND WING WALKERS MUST BE USED TO DIRECT TRAFFIC THROUGH THE CONSTRUCTION SITE.
 - E. OBSTACLE FREE ZONE (OFZ) NO PERSONNEL, MATERIAL, OR EQUIPMENT SHALL PENETRATE THE OFZ WHILE THE RUNWAY IS OPEN TO OPERATIONS. THE DIMENSIONS OF THE OFZ ARE AS DEFINED IN FAA AC 150/5300-13 (www.faa.gov).
 - F. APPROACH/DEPARTURE SURFACES ALL CONTRACTOR PERSONNEL, MATERIALS, AND EQUIPMENT SHALL REMAIN CLEAR OF THE APPLICABLE THRESHOLD SITING SURFACES AS DEFINED IN CHAPTER 3 OF FAA AC 150/5300-13 (www.faa.gov). CONSTRUCTION ACTIVITIES THAT REQUIRE PENETRATION INTO THE THRESHOLD SITING SURFACE SHALL BE ACCOMPLISH THROUGH DISPLACING OR PARTIALLY CLOSING THE RUNWAY. SUCH CONSTRUCTION ACTIVITIES SHALL REQUIRE COORDINATION WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.
- 18. WORKZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

ALL WORK CONDUCTED AT NIGHT SHALL BE ACCOMPANIED BY ADEQUATE LIGHT FACILITIES TO COMPLETE THE WORK. ALL LIGHT FACILITIES SHALL BE AIMED OR SHIELDED AS NECESSARY TO AVOID IMPACTING AIRCRAFT OR ATCT OPERATIONS. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A LIGHTING PLAN SHOWING THE LOCATION AND AIMING DIRECTION OF ALL LIGHT FACILITIES PRIOR TO THE COMPLETION OF ANY NIGHT WORK.

- 19. OTHER LIMITATIONS ON CONSTRUCTION
 - A. PROHIBITIONS THE USE OF TALL EQUIPMENT (I.E. CRANES, CONCRETE PUMPS) SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ENGINEER.

OPEN FLAME WELDING AND TORCH CUTTING OPERATIONS ARE NOT PERMITTED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS ARE AUTHORIZED BY THE AIRPORT OPERATOR AND THE ENGINEER.

ELECTRICAL BLASTING CAPS SHALL NOT BE PERMITTED WITHIN 1,000-FT OF THE AIRPORT PROPERTY. FLARE POTS ARE NOT PERMITTED WITHIN THE AIR OPERATIONS AREA.

AIR	FIELD AREAS AFFEC	TED BY CONSTRUC	TION
OPERATIONAL REQUIREMENTS	EXISTING (NORMAL)	PHASE 1	PHASE 2
RUNWAY 04-22R	OPEN	CLOSED	CLOSED DURING NIGHT WORK
RUNWAY 04R-22L	CLOSED BY OTHER PROJECT	CLOSED BY OTHER PROJECT	CLOSED BY OTHER PROJECT
TAXIWAY A	OPEN	PARTIALLY CLOSED	PARTIALLY CLOSED DURING NIGHT WORK
TAXIWAY B	OPEN	OPEN	OPEN
TAXIWAY E	OPEN	OPEN	OPEN
TAXIWAY F	OPEN	OPEN	OPEN
TAXIWAY G	OPEN	OPEN	OPEN
TAXIWAY L	CLOSED BY OTHER PROJECT	CLOSED BY OTHER PROJECT	CLOSED BY OTHER PROJECT
TAXIWAY Q	OPEN	OPEN	OPEN



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PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.



DESCRIPTION BY CMM 17/28/2025 ADDENDUM NO. 2 CMM ISSUED FOR BID

BATON ROUGE METRO AIRPORT

BATON ROUGE METRO AIRPORT BATON ROUGE, LOUISIANA

CONSTRUCTION SAFETY AND PHASING NOTES 2

JOB NO.: 2402549 DATE: JULY 2025 DESIGNED BY: CMM DRAWN BY: DJD

BAR IS ONE INCH ON

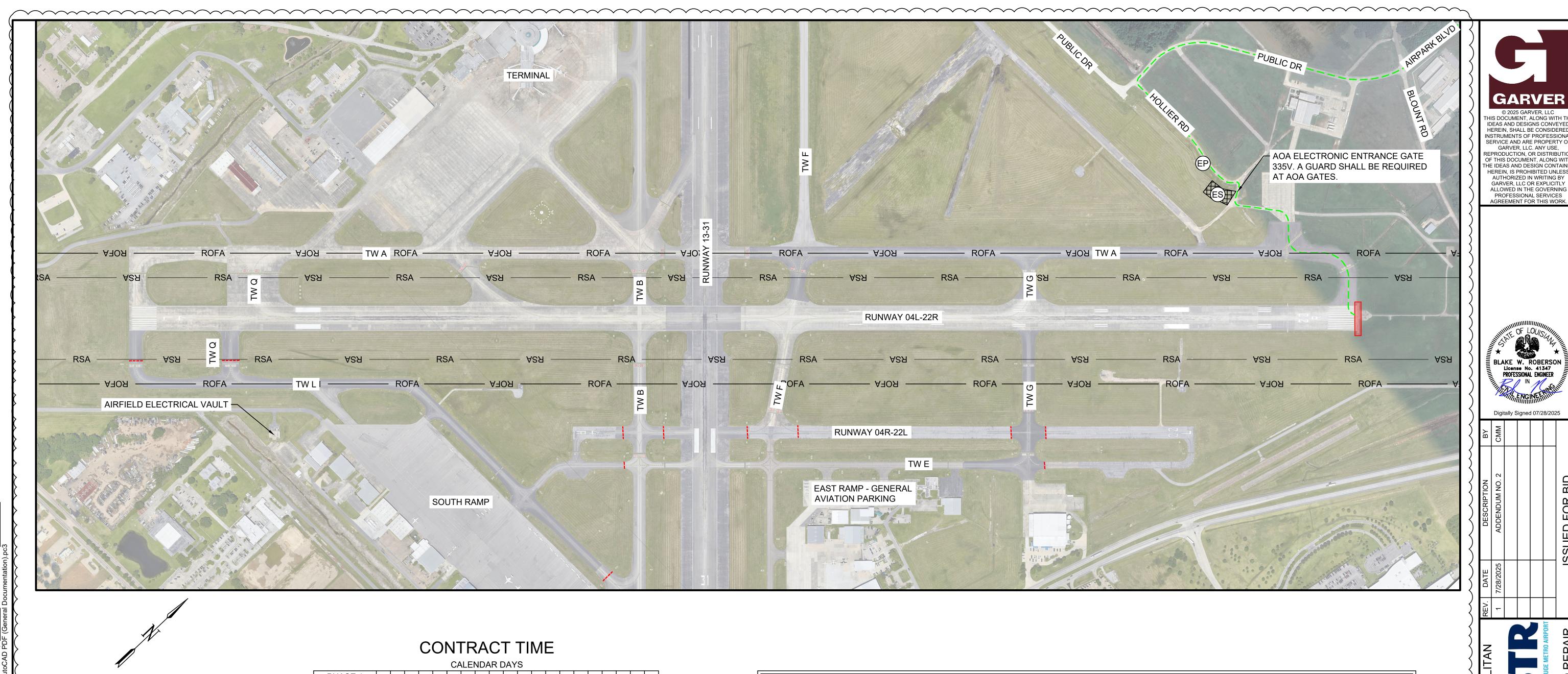
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

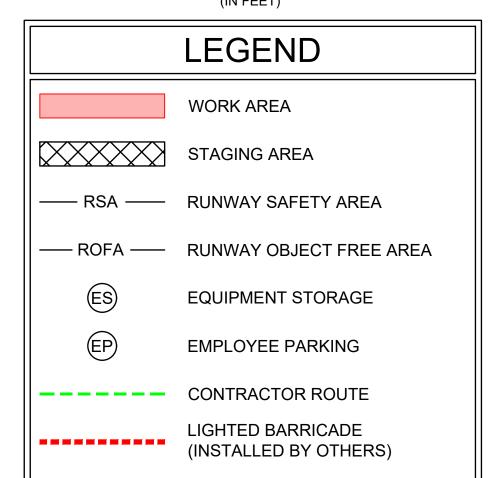
GC002

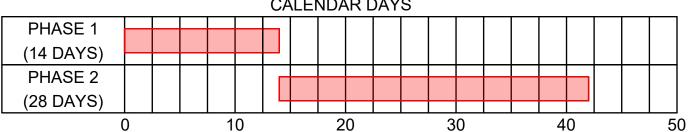
ORIGINAL DRAWING

SHEET 4



0 100' 200' (IN FEET)





- 1. THIS SHEET IS INTENDED TO BE PRINTED IN COLOR.
- 2. SEE SHEETS GC001 THROUGH GC002 FOR ADDITIONAL REQUIREMENTS AND DETAILS.
- 3. CONTRACTOR SHALL HAVE AN APPROVED PAVEMENT BROOM OR VACUUM TRUCK AVAILABLE ON SITE AT ALL TIMES. HYDRANTS TO FILL VACUUM TRUCK WILL BE AVAILABLE ON AIRPORT PROPERTY.
- 4. IN NO EVENT SHALL CONSTRUCTION VEHICLES, EQUIPMENT, OR MATERIALS BE PARKED/STORED WITHIN 25' OF BARRICADES OR ACTIVE AIRFIELD PAVEMENT.
- 5. SEE SHEET GC001 FOR STAGING AREA NOTES.
- 6. NIGHTTIME HOURS OF WORK ARE BETWEEN 11:30PM AND 4:00AM CST.

ITEMS OF WORK

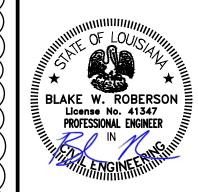
PHASE 1 - THRESHOLD AND MALS BAR DEMOLITION AND PAVEMENT CONSTRUCTION

- ISSUE NOTAM STATING, "RUNWAY 4L-22R CLOSED. TAXIWAY A CLOSED SOUTH OF TAXIWAY Q AND NORTH OF TAXIWAY G. TAXIWAY L CLOSED SOUTH OF TAXIWAY Q."
- INSTALL TEMPORARY CLOSURES AND PROTECTION INCLUDING RUNWAY CLOSURE MARKERS, EROSION CONTROL DEVICES, AND LOW-PROFILE BARRICADES.
- PERFORM DEMOLITION, INCLUDING REMOVAL OF EXISTING PAVEMENT AT THRESHOLD, MALS BAR, AND ELECTRICAL INFRASTRUCTURE.
- CONSTRUCT NEW PAVEMENT, INCLUDING ASPHALT PAVEMENT AT THRESHOLD AND CONCRETE FOR MALS BAR.
- REMOVE TEMPORARY CLOSURES AND PROTECTION INCLUDING RUNWAY CLOSURE MARKERS, EROSION CONTROL DEVICES, AND LOW-PROFILE BARRICADES.

PHASE 2 - NIGHTTIME ELECTRICAL INSTALLATION AND SYSTEM COMMISSIONING

- 1. REOPEN RUNWAY AND TAXIWAYS TO DAYTIME OPERATIONS AND REVISE NOTAM STATING, "RUNWAY 4L-22R CLOSED NIGHTLY FROM 11:30PM TO 4:00AM CST FOR ELECTRICAL CONSTRUCTION ACTIVITY AT THE RUNWAY 22R THRESHOLD AND MALS BAR. USE CAUTION IN VICINITY OF WORK AREA. RUNWAY AVAILABLE DURING DAYTIME HOURS."
- 2. RESTRICT WORK TO NIGHTTIME HOURS (11:30PM 4:00AM) IN COORDINATION WITH AIRPORT OPERATIONS.
- 3. INSTALL TEMPORARY CLOSURES AND PROTECTION INCLUDING RUNWAY CLOSURE MARKERS AND LOW-PROFILE BARRICADES.
- 4. INSTALL ELECTRICAL COMPONENTS INCLUDING LIGHT FIXTURES, MALS BAR UNITS, ASSOCIATED EQUIPMENT, AND PULL AND TERMINATE CABLE RUNS TO FIXTURES AND CONTROL POINTS.
- 5. TEST AND COMMISSION ALL ELECTRICAL AND LIGHTING SYSTEMS.
- 6. PERFORM SITE CLEANUP.
- 7. REMOVE TEMPORARY CLOSURES AND PROTECTION INCLUDING RUNWAY CLOSURE MARKERS AND LOW-PROFILE BARRICADES.

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CONSTRUCTION SAFETY AND PHASING OVERVIEW

JOB NO.: 2402549 DATE: JULY 2025 DESIGNED BY: CMM DRAWN BY: CMM

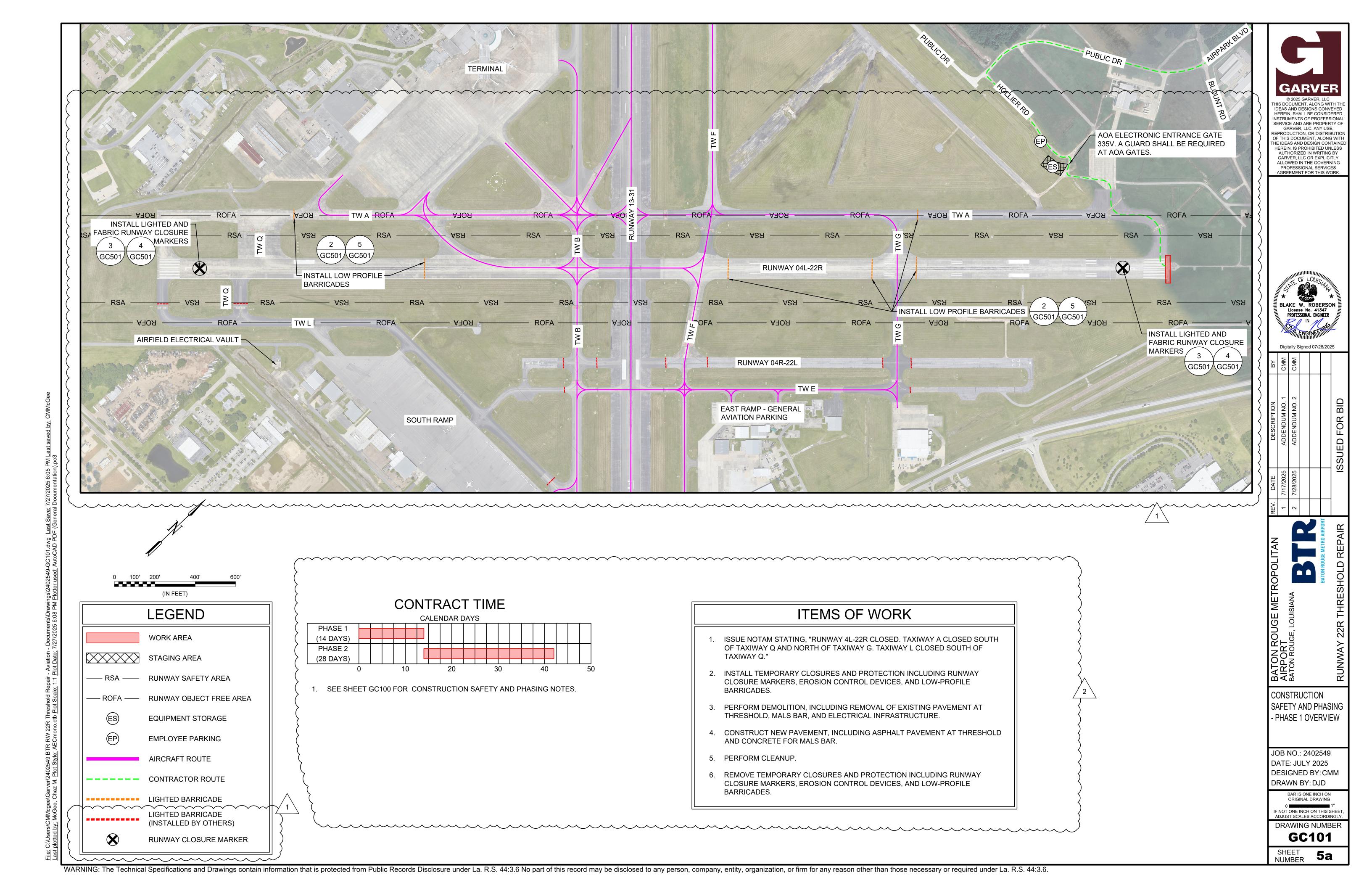
BAR IS ONE INCH ON ORIGINAL DRAWING

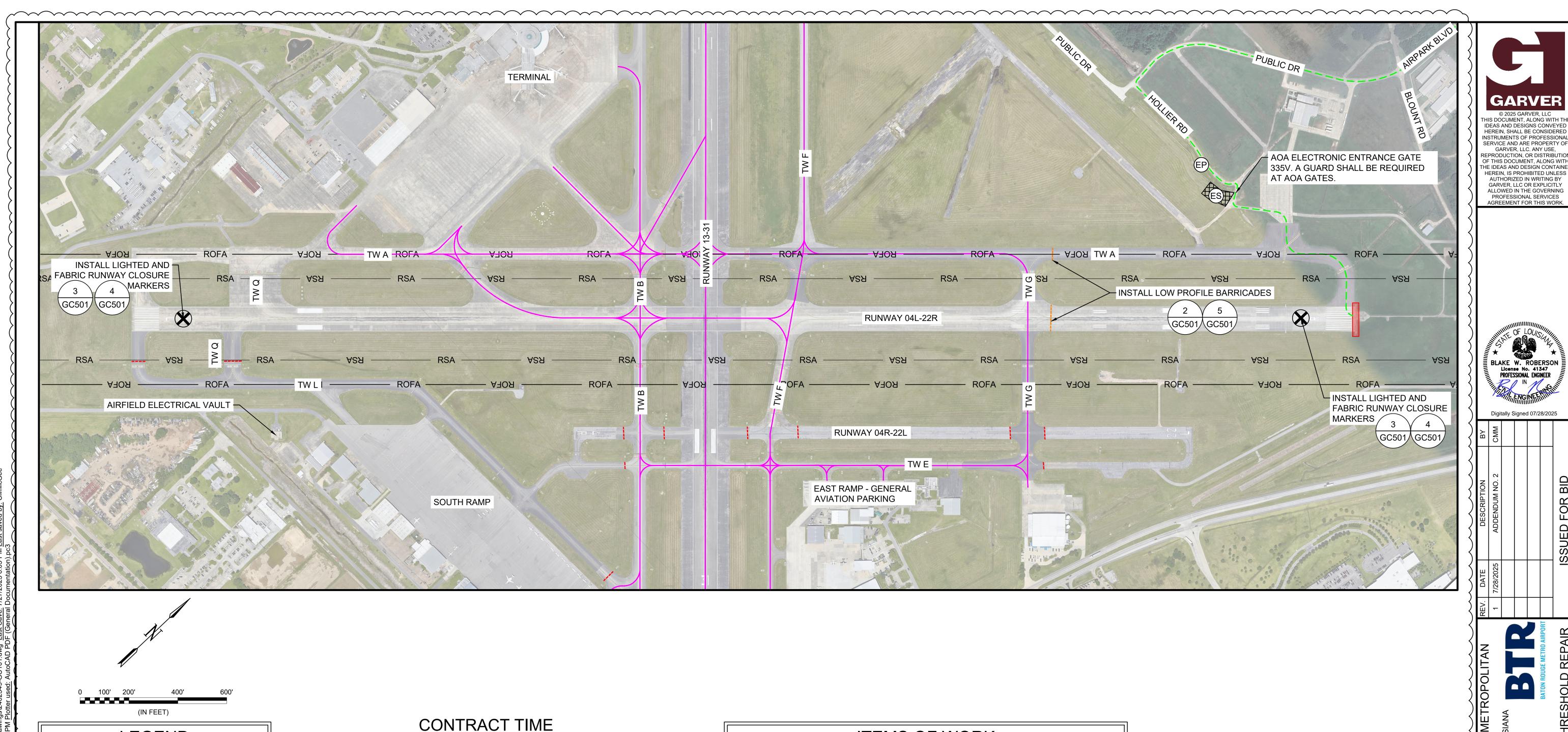
F NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY DRAWING NUMBER

GC100

SHEET NUMBER

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ITEMS OF WORK

- REOPEN RUNWAY AND TAXIWAYS TO DAYTIME OPERATIONS AND REVISE NOTAM STATING, "RUNWAY 4L-22R CLOSED NIGHTLY FROM 11:30PM TO 4:00AM CST FOR ELECTRICAL CONSTRUCTION ACTIVITY AT THE RUNWAY 22R THRESHOLD AND MALS BAR. USE CAUTION IN VICINITY OF WORK AREA. RUNWAY AVAILABLE DURING DAYTIME HOURS."
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- 5. TEST AND COMMISSION ALL ELECTRICAL AND LIGHTING SYSTEMS.
- 6. PERFORM SITE CLEANUP.
- REMOVE TEMPORARY CLOSURES AND PROTECTION INCLUDING RUNWAY CLOSURE MARKERS AND LOW-PROFILE BARRICADES.



License No. 41347 PROFESSIONAL ENGINEER

CONSTRUCTION SAFETY AND PHASING

- PHASE 2 OVERVIEW

JOB NO.: 2402549

DATE: JULY 2025 DESIGNED BY: CMM DRAWN BY: CMM BAR IS ONE INCH ON ORIGINAL DRAWING

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DRAWING NUMBER **GC102**

SHEET **5b**

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CALENDAR DAYS

20

1. SEE SHEET GC100 FOR CONSTRUCTION SAFETY AND PHASING NOTES.

10

PHASE 1

(14 DAYS)

PHASE 2

(28 DAYS)

LEGEND

WORK AREA

— RSA — RUNWAY SAFETY AREA

———— CONTRACTOR ROUTE

LIGHTED BARRICADE

- ROFA —— RUNWAY OBJECT FREE AREA

EQUIPMENT STORAGE

EMPLOYEE PARKING

AIRCRAFT ROUTE

LIGHTED BARRICADE

(INSTALLED BY OTHERS)

RUNWAY CLOSURE MARKER

STAGING AREA