



# Rhode Island Airport Corporation

August 28, 2014

**INVITATION FOR BID NO. 25587  
TRANSPORTATION SECURITY ADMINISTRATION  
INTERIOR ALTERATIONS  
T. F. GREEN AIRPORT  
WARWICK, RHODE ISLAND**

## INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is soliciting bids for interior alterations to the space occupied by the Transportation Security Administration at T. F. Green Airport. Below are the key dates as specified in this document

- September 2, 2014 – Hard copy of specifications available (Noon)
- September 4, 2014 – Pre-Bid meeting (9AM)  
(T.F. Green Airport, 2000 Post Road, 3<sup>rd</sup> Floor, Warwick, RI)
- September 9, 2014 – Last day to submit questions to RIAC
- September 11, 2014 – RIAC to issue Addendum (if applicable)
- September 16, 2014 – Bid Opening @ 10:00AM  
(T.F. Green Airport, 2000 Post Road, 3<sup>rd</sup> Floor, Warwick, RI)

  
\_\_\_\_\_  
Bruce Wilde  
VP of Terminal and Landside Services

  
\_\_\_\_\_  
Jeff Goulet  
Purchasing Agent

Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587

Sealed bids will be received by the Rhode Island Airport Corporation (RIAC) (the Owner) at the *Warwick Room, 3<sup>rd</sup> floor, T. F. Green Airport, 2000 Post Road, Warwick, RI 02886 until 10:00 am, local time, September 16, 2014* at which time and place all bids will be publicly opened and read for the following project:

**Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
Contract No. 25587**

This project is for interior alterations to the space occupied by the Transportation Security Administration at T. F. Green Airport. The scope of the work includes, but is not limited to, miscellaneous demolition, millwork and counter tops, VCT flooring, painting, plumbing and electrical improvements. Detailed specifications are included as part of this document and are available in a 24x36 size at the offices of RIAC. The detailed specifications will be available September 2, 2014 (noon) and may be picked up at RIAC's office (2000 Post Road, 3<sup>rd</sup> Floor, Warwick, RI 02886) between the hours of 8:30 a.m. and 4:00 p.m. Monday thru Friday (excluding holidays). Any questions concerning this Bid should be directed to [procurement@pvdairport.com](mailto:procurement@pvdairport.com) no later than 1:00 p.m., September 9, 2014. RIAC will respond to any questions via an Addendum no later than 1:00 p.m., September 11, 2014

The work performed under this Contract shall be governed by the Federal Contract Provisions set forth in the Contract Documents, which include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the State of Rhode Island and all administrative regulations shall apply to this project as if herein written out in full.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Rhode Island Airport Corporation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of eight and six-hundredths percent (8.60%) has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract eight and six-hundredths percent (8.60%) of the dollar value of the prime contract to Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26.

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed, under the Rules and Regulations for carrying out the provisions of the Airport and Airway Improvement Act of 1982; Public Law 97-248 and Part 152 of the Federal Aviation Regulation (14 CFR Part 152), Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions of Federal-Aid Contracts, as provided for in Chapters 85, 86, and 88 of the Public Laws of Rhode Island, 1960. In addition, the proposed contract is under the subject of Executive Order Nos. 11246, as amended, of September 24, 1965 and 13202 of February 17, 2001, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

Each sealed bid shall be accompanied by a certified check, cashier's check or satisfactory Bid Bond, in an amount equal to five percent (5%) of the bid, payable to the Rhode Island Airport Corporation.

The successful bidder will be required to execute and furnish a Performance Bond, and Labor and Materials Payment Bond as security for faithful performance and payment of all bills and obligations arising from the performance of the work. Each security shall be in an amount of not less than 100% of the contract price and shall be in a form acceptable to the Owner.

**A Pre-Bid Conference and Site Review for all prospective bidders will be conducted at the RIAC, T. F. Green Airport, 2000 Post Road, Warwick, RI 02886, in the third floor Warwick Conference Room on September 4, 2014 at 9:00AM local time.** It is strongly recommended that bidders attend the pre-bid conference to familiarize themselves with the Scope of Work and site restrictions. RIAC will not be obligated to schedule site visits after the pre-bid conference. No claims for extra costs shall be allowed because of lack of full knowledge of verifiable conditions. The Owner shall be responsible for disseminating information discussed at this meeting, except as issued by Addendum.

All attendees must complete the "Visitor Badge Application" attached and return no later than September 2, 2014 at 1:00 p.m. in order to participate in the site walk-thru following the meeting. Attendees who do not complete this form will not be permitted to attend this portion of the pre-bid.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening hereof.

Award of the contract shall be made to the lowest responsible and responsive bidder, whose responsive bid conforms to written requirements of the Owner.

Wages of Labor on Federal-Aid Airport Projects – The prevailing wage rates for laborers and mechanics employed by contractors or subcontractors on the initial construction of airport projects shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under the most recent General Wage Decision. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents are available for inspection at the Office of the Owner.

Work Hours Act of 1962 – This contract is subject to the Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

END OF SECTION

Attachment A



**T. F. GREEN AIRPORT  
VISITOR BADGE APPLICATION**

2000 Post Road • Warwick, R.I. 02886

Phone: (401) 691-2000 ext. 256 OR 270 Fax: (401) 691-2569

**VISITOR INFORMATION**

**VISITOR BADGE #:**

**NAME (LAST/FIRST/MIDDLE)** \_\_\_\_\_

**DRIVERS LIC. NUMBER/STATE ID CARD** \_\_\_\_\_ **STATE** \_\_\_\_\_ **EXP. DATE** \_\_\_\_\_

**SOCIAL SEC. NO:** \_\_\_\_\_ **DATE OF BIRTH** \_\_\_\_\_ **REC'D BY BADGING** \_\_\_\_\_

**PLEASE CHECK BOX IF YOU ARE A RECURRING VISITOR WITHIN THE LAST THREE (3) MONTHS.**

**TENANT INFORMATION**

**CHECK BOX TO CONFIRM CONSTRUCTION NOTICE ISSUED**

**COMPANY REQUESTING VISITOR BADGE:** \_\_\_\_\_ **Rhode Island Airport Corporation**

**DATE FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**REQUESTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**All Construction, Electrical, Mechanical, Phone, Cable, and Data work performed on RIAC Buildings MUST be reported to the RIAC Building Maintenance Department by contacting 401-691-2294 prior to work being performed.**

**Please submit application to the badging office Monday through Friday 8:00AM – 5:30 PM.  
Please submit application to Police Dispatch at all other times.**

## **I. GENERAL**

- A. Compliance with Law:
1. Bidders must comply with Title VI of the Civil Rights Act of 1964, the federal Davis-Bacon Act, the federal Anti-Kickback Act and the federal Contract Work Hours and Safety Standards Act.
  2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
  3. Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts and the Building Permit on the Project.
  4. Trade Contractors (sub-contractors to the General Contractor) shall be qualified to perform the work contracted for and shall be licensed as such in the State of Rhode Island.
- B. General Bond Requirements:
1. The Proposal Bond shall be specified. Only the Proposal Bond form as bound within these documents, or a cashier's check or certified check is acceptable.
  2. Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms, as bound within these documents is acceptable.
- C. Insurance requirements shall be specified herein.

## **II. EXAMINATION OF CONDITIONS AFFECTING WORK**

- A. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize him/herself with all existing conditions including all applicable laws, codes, and ordinances, rules and regulations that will affect his or her work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, existing subsurface installations and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. From the examination, the Bidder shall have informed him/herself fully of all conditions to be encountered and all pertinent matters and conditions in connection with the Work and services to be performed. The Bidder shall determine that the condition of the Site of the Work is satisfactory in all respects for the Work. The drawings have been prepared by the Architect/Engineer on the basis of surveys and inspections of the site, and represent an essentially accurate indication of the physical conditions at the site. However, the physical conditions as shown on the drawings are not guaranteed as to accuracy. The Bidder shall fully inform himself as to existing physical conditions by inspection and other reasonable means, as he/she shall determine.

## **III. FORM AND STYLE OF BIDS**

- A. Bids in the form of sealed proposals for the construction of the project will be received until the time and the date stated in **ADVERTISEMENT FOR BID**.
- B. **The Bid shall be submitted on the Proposal Form provided; no other form is acceptable.**

- C. The successful bidder will be required to provide verified breakdown of costs of work in a manner acceptable to the Owner.
- D. All blanks on the Proposal Form shall be filled in by typewriter or printed in ink.
- E. Where so indicated on the Proposal Form the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- F. Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- G. Bids containing qualifications may be considered irregular, non-responsive and may be disqualified.

#### **IV. PREPARATION AND SUBMISSION OF BIDS**

- A. Bids shall be submitted as indicated by the Proposal Form and shall be signed in ink by a duly authorized person or person(s)
- B. There shall be no erasures or other changes to the Proposal Form.
- C. Proposal Forms containing reservations, conditions, omissions, erasures or alterations, items not required in the bid, or irregularities of any kind, may be rejected by the Owner as being a non-responsive bid.
- D. Each Proposal Form shall indicate the full business name, address of the bidder, and federal identification employment number, and shall be signed by a duly authorized person with the usual signature.
  - 1. The outside of the envelope shall be identified as follows:

**PROPOSAL FORM**

Rhode Island Airport Corporation  
T. F. Green Airport  
2000 Post Road  
Warwick, Rhode Island 02886  
ATTN: Office of Procurement

**PROPOSAL FOR:**

Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
RIAC Construction Contract No. 25587

**SUBMITTED BY: (Name and Address of Bidder)**

2. **The envelope shall contain the full Proposal Form provided.**
- E. A Proposal Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
- F. A Proposal Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the "Proposal" shall be typed or printed below the signature.
- G. When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Proposal shall be typed or printed below the signature.
- H. The Proposal Form must be accompanied by a guaranty in the form acceptable to RIAC of a Bid Bond executed on the form provided, a cashier's check or a certified check payable to the Rhode Island Airport Corporation in an amount equal to but not less than five percent (5%) of the aggregate amount of the bid and issued by a bid surety acceptable to the Owner, and authorized and licensed to conduct business in the State of Rhode Island. If a bidder is awarded the contract, but fails, refuses, or neglects to execute the contract or to furnish either the required Performance Bond and Labor and Materials Payment Bond ten (10) days after the date of a written Notice of Intent, then the amount of the Bid Bond or check shall be paid to, or retained by, the Owner as liquidated damages, and not as a penalty, and the parties shall be mutually released from further liability based upon the bid submitted.

## V. CONTRACT DOCUMENTS

- A. Each bidder shall carefully examine the Contract Documents and Drawings, and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a bid. Bidders shall promptly notify the **Office of Procurement** in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Contract Documents, Project Site and / or local conditions. The Procurement Specialist will forward any questions to the Architect/Engineer to make interpretations, corrections or changes to the Contract Documents. The **Office of Procurement** will incorporate responses from the Architect/Engineer and issue an Addendum. Neither the Owner nor the Architect/Engineer will be responsible for any oral instructions and/or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to bidders will become a part of the Contract Documents.
- B. Each Bidder shall carefully review the Contract Documents to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the **Office of Procurement** of any discrepancy in writing. Owner and Architect/Engineer do not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.
- C. Addenda will be emailed to all Plan Holders and posted at [www.pvdairport.com/corporate/procurement](http://www.pvdairport.com/corporate/procurement). Prior to submitting a Proposal each Bidder shall ascertain and acknowledge in writing on the Proposal Form that he has received all Addenda issued.
- D. Owner and Engineer do not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

## VI. OPENING OF BIDS

- A. Bids will be opened and read aloud in public. The RIAC Office of Procurement will verify and give an indication verbally if Bids appear to be in compliance. Bids received after time and date designated for opening of Bids will be returned unopened. Bidders shall assume full responsibility for timely delivery of Bids.

## **VII. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS**

- A. Bids submitted prior to time and date designated for opening of Bids may be modified or withdrawn only by written notice to the RIAC Office of Procurement receiving the Bids.
- B. Errors or omissions on the part of the bidder in the preparation of his or her Bid Proposal shall not be grounds for the modification or withdrawal after the time set for bid opening.

## **VIII. BID SECURITY**

- A. Each Bid shall be accompanied by a cashier's check or certified check, or acceptable Bid Bond payable unconditionally to the Rhode Island Airport Corporation. The cashier's check, certified check or Bid Bond shall be in the amount of not less than five percent (5%) of the total amount of the Bid. The Bid Security is required by the Owner as evidence of good faith and as a pledge that, if awarded the Contract, the Bidder will execute the Contract Agreement and will furnish the required bonds and insurance certificates within five (5) calendar days after receipt of Notice of Intent to Award. Should the Bidder refuse to enter into such Contract in accordance with his/her Bid, or fail to furnish the required bonds or certificates of insurance, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Owner will retain the Bid Security of all Bidders until either the Work has been awarded and the Contract Agreement executed and bonds have been furnished; or the specified time has elapsed so that Bids may be withdrawn; or all Bids have been rejected.

## **IX. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- A. With the execution and delivery of the Contract Agreement, the Bidder shall furnish, to the Owner, in the amounts herein required and in a format acceptable to the Owner, by a Surety registered in the US Treasury 570 Circular, licensed and authorized to perform work in the State of Rhode Island and acceptable to the Owner, covering the faithful performance of the Contract Agreement and the payment of all obligations arising there under the following:
  - 1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of substantial completion and written acceptance of the Work by the Owner.
  - 2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper

protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.

- C. No Sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are involved in any litigation against the Rhode Island Airport Corporation (Owner), and/or the State of Rhode Island (State).
- C. Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
- D. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- E. The cost of the bonds shall be included in the bid.

## **X. INSURANCE REQUIREMENTS**

The following insurance requirements shall apply to the Contractor, its sub-Contractors, suppliers and/or any consultants as may be retained by the Contractor during this project. The Rhode Island Airport Corporation and State of Rhode Island shall be named as additional insured. The Contractor shall furnish once (1) original certificate of all required insurance to the Owner, or designated agent for approval. The certificates shall clearly indicate that the Contractor has obtained insurance of the types, amounts and classifications required by the provisions contained herein. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to, and approved by, the Owner, or designated agent.

- A. **Contractor's Liability Insurance:** The Contractor, its sub-Contractors, consultants shall not commence the performance of any work or provide any services under the Construction Agreement (Agreement) with the Rhode Island Airport Corporation (Owner) until the insurance required hereunder has been obtained and such insurance has been given to and accepted by the Owner, or its designated agent. The Contractor shall maintain, in full force and effect, the required insurance coverage(s) for the full term of the Agreement and for such longer period(s) as may be specifically required therein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Rhode Island and rated no less than "B" as to management and no less than Class "VIII" as to strength pursuant to the A.M. Best Company Insurance Guide, or its equivalent as approved by the Owner, or its designated agent
- B. **Automobile Liability Insurance:** The Contractor shall maintain, in full force and affect, Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company-leased vehicles leased from a leasing

company licensed to do business in the State of Rhode Island (with the company name clearly marked on both sides of the vehicle) will be permitted on the *project site*. No such vehicles shall be permitted airfield access following the date of Contract Completion as determined by the Owner, or designated agent.

- C. **Worker's Compensation:** The Contractor shall maintain, in full force and effect, Worker's Compensation Insurance in compliance with the prevailing Rhode Island Statutes.
- D. **Commercial General Liability Insurance:** The Contractor shall maintain, in full force and effect, Commercial General Liability Insurance in an amount not less than **\$1,000,000** for the Contractor per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. The Rhode Island Airport Corporation (Owner) shall be named as additional insured.
- E. **Excess (Umbrella) Liability Insurance:** The Contractor shall maintain, in full force and effect, insurance coverage in an amount not less than **\$5,000,000** each occurrence and **\$5,000,000** aggregate.
- F. **Right to Examine:** The Owner, or designated agent reserve the right, upon reasonable notice, to examine the original or true copies of the policies of insurance (including, but not limited to binders, amendments, exclusions, riders, and applications) to determine the true extent of coverage. The Contractor agrees to such examination at the offices of the Executive Director of the Owner.
- G. **Compliance:** Compliance with the requirements contained herein shall not relieve the Contractor of its liability under any other portion of the Agreement or any other Agreement between the Contractor and the Owner.
  - 1. Cancellation of any insurance or non-payment by the Contractor of any premium for any insurance policies required by the Agreement and recited herein or the applicable sub-Contractor(s) or consultant's contract(s) with the Contractor shall constitute a breach of the Agreement. In addition to any other legal remedies the Owner may terminate the Agreement, or pay such premiums and deduct the costs thereof from any amounts, which are or may be due the Contractor.
  - 2. Immediate written notification, by the Contractor, must be given to the Owner in the event of an accident or occurrence, which might give rise to a claim under any policy in which the Owner is named as an additional insured.
  - 3. The Contractor shall cooperate to the fullest extent with the Owner in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy that may be procured by the Owner. The Contractor shall, at its sole cost and expense, furnish the Owner copies of all correspondence, papers, records and other items necessary or convenient for dealing with or defending against any claims, and for administering the aforementioned insurance including furnishing the time of any of its employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance coverage.

4. The provisions of these insurance requirements are not intended to create any rights for the Contractor other than rights that may be available to it under the policies themselves, whatever such rights might be. Moreover, the Owner make no representation or guaranty either implied or by the provisions of these insurance requirements or otherwise as to the effect of or the coverage under such policies, and no employee or agent of the Owner is authorized to make any such representation or guaranty, or to offer any interpretation of, or information relative to such policies.

H. **Property Insurance:** Unless otherwise provided, the Owner will provide property insurance on a replacement cost basis, which shall remain in full force and effect until the Owner occupies and uses the facilities constructed under the terms of the Agreement. The insurance required hereunder shall include the interests of the Owner's Representative, the Contractor and its sub-Contractors and consultants of all tiers in the work except that, notwithstanding anything to the contrary, the Owner shall not be required to provide insurance against loss, theft or disappearance of any materials, tools or equipment of the Contractor, any sub-Contractor or consultant of any tier, or any other person(s) furnishing labor or materials for the work. Further, the Contractor agrees to indemnify, defend and hold the Owner, and their officers, agents and employees harmless from any such loss, theft or disappearance.

The Owner and the Contractor shall waive all rights against each other, and any of their respective agents, employees, sub-Contractors and consultants, the Owner, for damages caused by fire or other perils to the extent covered by property insurance obtained or other property insurance applicable to the work as defined in the Agreement. The Contractor, as appropriate, shall require from its sub-Contractors and consultants of all tiers, agents and employees of any of them, by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.

## **XI. CONTRACTOR QUALIFICATIONS**

- A. In order to establish satisfactory responsibility to meet Corporation requirements prior to award of **Rhode Island Airport Corporation Construction Contract No. 25587**, all Contractors are required to submit the "Contractor Qualification Form" in the Bid Proposal Section of this Contract Manual in addition to the following information
1. Evidence of competency consisting of statements covering the bidder's past experience on similar work. Of the four or more most applicable projects within the last five years listed in the Contractor Qualification Form, the Contractor shall provide evidence of project experience (through self-performance or Subcontractor-performance) for a minimum of three residential noise mitigation programs in excess of 1 million dollars. Experience shall include installation of components similar to those specified in the Contract documents herein and references for at least two of the applicable projects provided
  2. A list of equipment now in your possession and which you propose to use on this contract if awarded to you.
  3. Evidence of competency consisting of statements covering the bidder's past experience on similar work.
  4. The name and qualifications of your superintendent(s) or supervisory personnel to be assigned to the major features of this work and evidence of their competency consisting of having supervised work of a similar type on three projects over the past 7 years.
  5. Your financial references and an original copy of your current financial statement. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

## **XII. SUBSTITUTES AND PRODUCT OPTIONS**

- A. Requests for changes in products, materials, equipment and methods of construction required by the Contract Documents may be requested in writing to RIAC.

## **XIII. REJECTION OF BIDS**

- A. The Owner reserves the right to waive any informality or irregularity in any bid or bid guaranty, to reject any or all bids, to re-advertise, award or refrain from rewarding a contract for the work, and to negotiate with the apparent qualified low responsive

bidder(s) to such extent as may be beneficial to the Owner. The Owner may reject a bid if the Bidder is disqualified.

#### **XIV. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written "Notice-to-Proceed" which will specify an effective date for the Contractor to begin work at the site. The construction shall be completed within **ninety (90) calendar days** from receiving first Notice to Proceed, or as otherwise agreed upon by contractor and RIAC in writing.
- B. **LIQUIDATED DAMAGES**
  - 1. Liquidated damages shall be assessed at the rate of One Thousand, Five Hundred Dollars (\$1,500) per calendar day for failure to achieve Contract Substantial Completion within the required time.
- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

#### **XV. SALES TAX**

- A. Materials and equipment purchased for permanent installation under this project shall be exempt from the Rhode Island Sales Tax. The exemption certificate number shall be furnished to the successful Bidder. Each Bidder shall take the exemption into account in calculating the bid.

## **XVI. PUBLIC AGENCY APPROVALS**

- A. The work to be performed under this contract is subject to approval by the Owner and all drawings, specifications, and contracts therefore, will be approved by the above agencies.

## **XVII. DISQUALIFICATION OF BIDDERS**

- A. A bidder shall be considered disqualified for any of the following reasons:
1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
  2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
  3. If the bidder is considered to be in "default" for any of the following reasons:
    - a. Failure to comply with the Contractor Qualification requirements of RIAC included in the proposal as a requirement for bidding.
    - b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
    - c. Contractor default under previous contracts with the owner.
    - d. Unsatisfactory work on previous contracts with the owner.

## **XVIII. IRREGULAR BID PROPOSALS**

- A. The Owner reserves the right to reject any irregular bid proposals and the right to waive any such technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.
- B. Proposals shall be considered irregular for the following reasons:
1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered or if any part of the proposal form is detached.
  2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
  3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
  4. If the proposal contains unit prices that are obviously unbalanced.
  5. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- C. The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

## **XIX. COMPLETION OF PROPOSAL**

- A. The Bidder is required to fill in all the blank spaces on the "Bid Proposal" and all of the unit prices on the unit price "Bid Schedule".
- B. Where a discrepancy occurs between the prices quoted in words and in numbers, the figure quoted in words shall take precedence and govern in determining final costs or award of contract.

## **XX. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

- A. Policy:  
It is policy of the Rhode Island Airport Corporation that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.
- B. DBE Obligation:  
  
The Rhode Island Airport Corporation agreed to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Rhode Island Airport Corporation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this project.
- C. Section 26.37 requires the Rhode Island Airport Corporation to advise each Contractor and Subcontractor who performs on a FAA assisted project that failure to carry out the above requirements shall constitute a breach of contract.
- D. **All bidders, potential Contractors, or Subcontractors for this project are hereby notified that failure to carry out the DBE program policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the recipient.**
- E. The goal for the DBE participation on the project is *eight and six-hundredths percent (8.60%)*.
- F. A full copy of Rhode Island Airport Corporation's *Disadvantaged Business Enterprise (DBE) Plan* is available upon request.

**XXI. NOTICE OF REQUIRED CONTRACT CONDITIONS**

- A. The Bidder shall refer to Section 00 0950, *Federal Contract Conditions* of these Specifications for federally required conditions. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

END OF SECTION

**BID SUMMARY FORM**

FOR THE PERFORMANCE OF

RHODE ISLAND AIRPORT CORPORATION CONSTRUCTION CONTRACT NUMBER: **25587**  
PROJECT: *Transportation Security Administration, Interior Alterations*  
LOCATION: *T. F. Green Airport, Warwick, RI*

SUBMITTED BY: \_\_\_\_\_

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

\_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_

TOTAL BID COST IN WORDS \_\_\_\_\_

\_\_\_\_\_

TOTAL BID COST IN FIGURES \$ \_\_\_\_\_

(BIDDER MUST FILL IN ALL ABOVE SPACES)

THE BASIS OF AWARD OF CONTRACT WILL BE THE LOWEST RESPONSIVE TOTAL BID BASED ON ALL QUANTITIES IN THE PROPOSAL.

NOTE: IN CASE OF A DISCREPANCY BETWEEN WORDS AND FIGURES, THE SUMS EXPRESSED IN WORDS NOTED ABOVE SHALL GOVERN.

END OF SECTION

To: Rhode Island Airport Corporation  
T. F. Green State Airport  
2000 Post Road  
Warwick, Rhode Island, 02886  
ATTN: Office of Procurement

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

Time: \_\_\_\_\_

For: Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: Bidder acknowledges receipt of and has examined the Addenda:

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ dated \_\_\_\_\_  
Acknowledged by \_\_\_\_\_ date \_\_\_\_\_

BID PROPOSAL: This Proposal shall be filled in by the BIDDER with prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between the words and numerals, the amounts shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the Specifications, including allowances, and shown on the Drawings, for the following lump sum prices.

BID PROPOSAL: Bidder agrees to perform all of the work described in the Contract Documents for the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
(words [shall govern]) (figures)

The undersigned affirms that in making such bid, neither he or she nor any company that they may represent, nor anyone in behalf of him or her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other bidder or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned further agrees that if awarded the Contract he or she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with Contract duration. If the undersigned fails to complete the work as provided in the aforementioned duration and sequence, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages.

In submitting this bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any bid or bid guaranty, to reject any and all bids, to re-bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive bidder to such extent as may be beneficial to the Owner.

***The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable to the Rhode Island Airport Corporation, as required in the Information to Bidders, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such bid and that the cashier's check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her bid.***

A bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

The bidder shall furnish similar statements executed by each of his or her first-tier and second-tier Subcontractors whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such Subcontractors before awarding such Subcontractors. No subcontract shall be awarded to any non-complying Subcontractor.

The undersigned affirms that he or she has completed all of the blank spaces in the "Bid Form", with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the words shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of Rhode Island were used in the preparation of this "Bid Form".

**SIGNATURE OF BIDDER**

Signed: \_\_\_\_\_

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

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

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

This proposal includes Addendum Numbers(s) \_\_\_\_\_  
(Fill in numbers(s) if Addendum(s) are issued).

Address of permanent place of business to which Notice-to-Proceed should be sent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of: (\_\_\_\_\_)

County of: (\_\_\_\_\_)§

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me Known, who, being by me duly sworn, did depose and say to me that he resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of (\_\_\_\_\_)

County of (\_\_\_\_\_)§

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:**

State of (\_\_\_\_\_)

County of (\_\_\_\_\_)§

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he executed the same.

(Seal)

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

## **ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**

(SWORN AFFIDAVIT) Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

**PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.**

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(SWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of \_\_\_\_\_

County of \_\_\_\_\_ §

I, \_\_\_\_\_ (name of party signing affidavit)

\_\_\_\_\_ (title), being duly sworn, do

depose and say: on behalf of \_\_\_\_\_ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport Corporation Construction Contract Number **25587**

County of \_\_\_\_\_

Town/City \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Signature and Seal of Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(UNSWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the sworn affidavit (as stated on the previous page) or the unsworn declaration as prescribed below:

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(UNSWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of \_\_\_\_\_

County of \_\_\_\_\_ §

I, \_\_\_\_\_ (name of party signing affidavit)

\_\_\_\_\_ (title), under penalty of perjury

under the laws of the United States, do depose and say: on behalf of \_\_\_\_\_  
that said Contractor has not, either directly or indirectly, entered into any agreement, participated in  
collusion, or otherwise taken any action in restraint of free competitive bidding in connection with  
Rhode Island Airport Corporation Construction Contract Number **25587**

County of \_\_\_\_\_

Town/City \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My commission expires \_\_\_\_\_

Signature and Seal of Notary Public

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type</b> a. initial filing b. material change  For Material Change Only:  Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:</b>
<b>6. Federal Department Agency:</b>		<b>7. Federal Program Name/Description:</b>
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>  \$ _____
<b>10a. Name and Address of Lobbying Entity, (if individual, last name, first name, MI)</b>		<b>10b. Individuals performing Services (including address if different from No. 10a.), (if individual, last name, first name, MI)</b>
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ actual planned		<b>13. Type of Payment (check all that apply)</b>  a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify _____
<b>12. Form of Payment (check all that apply):</b>  a. cash b. In-kind; specify; nature _____ value _____		
<b>14. Brief Description of services preformed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.</b>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:      Yes      No</b>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure</b>		Signature: _____  Print Name: _____  Title: _____  Telephone No. _____      Date: _____
<i>Federal Use Only</i>		Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction Standard Form - LLL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION**

In accordance with the Code of Federal Regulations, part 49, CFR Section 29.510, the prospective primary participant \_\_\_\_\_ (Name of Authorized Agent), \_\_\_\_\_ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification?
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial or award, but will be considered in determining contractor responsibility. For any exception note, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanction. If an exception is noted, the contractor must contact the Corporation to discuss the exception prior to award of the contract.

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\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

**REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:**

A certification of Non-segregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause.

Certification – The information above is true and complete to the best of my knowledge and belief.

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Name and Title of Signer (*please type*)

---

Signature

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Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project \_\_\_\_\_
2. Number of Project \_\_\_\_\_
3. Total Dollar Amount of Bid \_\_\_\_\_
4. Disadvantaged Business Enterprise Participation \$ Goal \_\_\_\_\_
  - a. Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_
  - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)  
  
Total of listed amounts \$ \_\_\_\_\_

(Use back of sheet for additional space, if needed)

Contractor: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**LETTER OF INTENT TO PERFORM  
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: \_\_\_\_\_ Project: \_\_\_\_\_  
(Name of Contractor)  
Reference #: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as (check one):

\_\_\_\_\_ an individual      \_\_\_\_\_ a corporation  
\_\_\_\_\_ a partnership      \_\_\_\_\_ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
(Name)

Supplier: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
(Name)

The Bid Price agreed upon is: \$ \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

\_\_\_\_\_

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

\_\_\_\_\_ (Date)      \_\_\_\_\_ (Name of Disadvantaged Company)

\*As determined by \_\_\_\_\_ (Signature of Authorized Official)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Title of Authorized Officer)

**DBE WAIVER FORM**

(Required for All Bids Requesting Waiver of the 8.60 % DBE Requirement)

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

certify that on \_\_\_\_\_, I contacted the following DBE Contractors to obtain a bid for work  
(date)

items to be performed on Contract Number \_\_\_\_\_.

DBE Contractor Name and Address

Work Items Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

-----  
This portion to be completed by DBE Contractor:

\_\_\_\_\_ was offered an opportunity to bid or make an offer on the  
above

(Name of DBE)

identified work on \_\_\_\_\_ by \_\_\_\_\_.  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

\_\_\_\_\_

(Signature of DBE)

\_\_\_\_\_

(Title)

**CONTRACTOR QUALIFICATION FORM**

**Instructions:**

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is MANDATORY and will be utilized by RIAC as a basis for determining the qualified lowest bid, and subsequent award.

**PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.**

Firm: \_\_\_\_\_ President: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
Federal ID#: \_\_\_\_\_ Contact: \_\_\_\_\_ Former Company Name: \_\_\_\_\_  
Years performing work specialty: \_\_\_\_\_ Work Now Under Contract: \$ \_\_\_\_\_  
Bank Reference: \_\_\_\_\_ Work in Place Last Year: \$ \_\_\_\_\_  
Address: \_\_\_\_\_ Average Annual Sales Last 3 Years.: \$ \_\_\_\_\_  
\_\_\_\_\_ Value Of Capital Equipment Owned: \$ \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Bonding Agent: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_ Address: \_\_\_\_\_  
Work Currently Bonded: \$ \_\_\_\_\_  
Work Now Under Contract: \$ \_\_\_\_\_  
Bonding Companies Best Rating: \_\_\_\_\_ Bonding Agent's Phone: \_\_\_\_\_  
Is Firm In Compliance with all EEO Requirements?: Y N Has Firm Ever Failed To Complete A Contract?: Y N  
Has Firm Ever Been Involved In Bankruptcy Or Re-organization?: Y N Are There Any Claims Against The Firms?: Y N  
Are There Any Pending Judgments Against The Firm?: Y N

(ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

**Insurance: ("CLAIMS-MADE" GENERAL LIABILITY IS UNACCEPTABLE)**

Submit Sample Certificate Of Insurance Showing Coverage And Limits For General Liability, Automobile Liability, Excess Umbrella Liability, And Worker's Compensation.

Experience Modification Rating: \_\_\_\_\_ Agency's Name: \_\_\_\_\_  
Contact's Name: \_\_\_\_\_ Contact's Phone: \_\_\_\_\_

**Safety:**

**Attach Log And Summary Of OSHA violations and any fines or settlements for the past 36 months**

**Attach Log And Summary Of Occupational Injuries And Illnesses As Required By the U.S. Dept. Of Labor For The Past 36 Months (OSHA Form No. 300 & 300A)**

OSHA Recordable Incident Rate (Current Year): \_\_\_\_\_ OSHA Lost Days Away Incident Rate (Current Year) \_\_\_\_\_

List Four (4) Or More Most Applicable Projects Completed Within The Last Five (5) Years:

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

**PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY**

Please list **key personnel** available for project and describe responsibilities of each:

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Total Firm Staff Employed for this project: \_\_\_\_\_

Total Staff Employed Firm-wide: \_\_\_\_\_

Please list **key equipment** available for project and whether Firm owns or leases equipment:

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List Three (3) Or More Most Applicable Projects Previously and / or Presently Under Construction:

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

**PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY**

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**THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF THEIR COMPANY'S FINANCIAL STATEMENT, CERTIFIED BY PUBLIC ACCOUNTANT, WITHIN 5 DAYS OF REQUEST BY RIAC.**

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This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: \_\_\_\_\_

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

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

PROJECT SUBCONTRACTORS

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List only firms that will supply labor at the site. Failure to provide this information may result in the bid being considered non-responsive.

SUBCONTRACTOR	DBE (Y/N)	TRADE	CONTRACT WORK ITEM TO BE PERFORMED	VALUE (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

RESPECTFULLY SUBMITTED:

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT  
REQUIREMENTS**

The bidder/offeror certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in Section 00 0950, *Federal Contract Conditions* and Section 00 0960, *Executive Orders* and that compliance with said references will be incorporated into the terms of the Contract documents.

I hereby certify that I have read and will comply with all of the above requirements.

---

Signature of Authorized Contractor and/or Consultant Representative

---

Date

**Buy America Certificate**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product, the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

- For projects for a facility, the *Certificate of Compliance Based on Total Facility (Terminal or Building Project)* must be submitted.

***Certificate of Compliance Based on Total Facility (Terminal or Building Project)***

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that the facility will be constructed of United States steel, and at least 60% of all of the components and subcomponents of manufactured goods used in the facility will be of United States origin. The cost of labor involved in final assembly at the jobsite is excluded from the calculation of component and subcomponent cost.

The bidder or offeror further certifies that it has listed all non-US origin materials, the costs for these manufactured goods, and the percentage of cost of non-US origin materials (excluding the cost of labor involved in final assembly at the jobsite) below unless 1) the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; 2) the FAA has issued a waiver for the product, as indicated by its inclusion in the FAA Nationwide Buy American Waivers Issued list. Components of unknown origin are considered to have been produced or manufactured outside the United States.

For those items listed below by the bidder or offeror below (or on a separate and clearly identified attachment to this bid/proposal), the bidder or offeror has provided sufficient documentation to allow the sponsor to request and receive an FAA waiver for the non-US origin materials.

Product	Country of Origin	% of Total Project Cost

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT  
As Required by 41 CFR 60-1.7(b)

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR.
2. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (proposer) does \_\_\_\_\_ does not \_\_\_\_\_ employ fifty (50) or more employees.

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL  
(If Sole Proprietor or Partnership)  
(Firm Name)

ATTEST

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
(Secretary)

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact  
(Power of Attorney Must Be Attached)  
  
(Impress Corporate Seal)

---

**END OF BID FORM**

END OF SECTION

Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587

**Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587**

This Contract Agreement, executed in the City of Warwick, in the State of Rhode Island this \_\_\_\_ day of \_\_\_\_\_, 2014 between the Rhode Island Airport Corporation (RIAC), hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made to the CONTRACTOR by the OWNER, the CONTRACTOR agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all material required to be furnished and delivered in and about the improvements and to do and perform all work in the performance of **Transportation Security Administration Interior Alterations** (the "PROJECT") in strict conformity with the provisions of this AGREEMENT, as defined in the Contract Documents for **Transportation Security Administration Interior Alterations, RIAC Contract No. 25587** at T. F. Green Airport, Warwick, Rhode Island, General Instructions to Bidders, and the Drawings and Specifications and approved by the Design Engineer for this project. These said documents are hereby made a part of this AGREEMENT as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this AGREEMENT and all the incidents thereto, the CONTRACTOR has made and furnished contract bonds with \_\_\_\_\_ as surety, which is accepted by the OWNER and made a part of this AGREEMENT.

In consideration of the foregoing premises, the OWNER agrees to pay the Contractor such unit prices for the work actually done as set out in the CONTRACTOR's Schedule of Prices for the bid amount of **(ENTER DOLLAR VALUE IN WORDS) (\$ENTER DOLLAR VALUE IN NUMBERS)**, in the manner provided in the Contract Documents cited above.

The CONTRACTOR shall be prepared to begin the work to be performed under this AGREEMENT within ten (10) days of a written "Notice to Proceed" as provided by the OWNER, and to fully complete the work within **ninety (90) calendar days** as detailed in the General Specifications of the Contract Documents. The work shall be prosecuted from as many different points, in such part or

parts and at such times as may be directed by the OWNER, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the OWNER to insure its completion within the time set forth in the proposal . Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, with the consent of the OWNER to such work stoppage, the CONTRACTOR shall not recommence work unless CONTRACTOR has given the OWNER at least forty-eight (48) hours prior to written notice.

IN WITNESS WHEREOF, the parties to these presents have caused this AGREEMENT to be executed in their names and on their behalf as of the date first written above.

**RHODE ISLAND AIRPORT CORPORATION**

Witnessed:

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

\_\_\_\_\_

Name: Kelly J. Fredericks, P. E., A. A. E.

Title: President and CEO

**(ENTER CONTRACTOR'S NAME)**

Witnessed:

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

\_\_\_\_\_

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

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

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called the Obligee, in the Penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, **2014** entered into a certain Contract with the Owner, hereto attached, for Contract entitled ***Interior Alterations, RIAC Contract No. 25587***

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract, or wherever the contract has been terminated by default of the Contractor, the Owner having performed the Owner's obligations thereunder, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.

Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost completion less the balance of the Contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean: the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be assessed against the Principal and Surety herein, all expenses, including design/engineering, Program Management, and legal services, incident to collecting losses to the Owner under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular

item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PRINCIPAL

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

SURETY

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

END OF SECTION

**GENERAL GUARANTEE**

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

We, the undersigned, guarantee all \_\_\_\_\_ work completed by us in connection with Rhode Island Airport Corporation project Interior Alterations, RIAC Contract No. 25587, dated \_\_\_\_\_, \_\_\_\_\_ and Change Orders thereto in accordance with the plans and specifications prepared is free from imperfect workmanship and/or materials; and, should any defect, due to improper material and/or workmanship develop during the period of one year from the date of acceptance of our work by the engineer, we agree to make good at our own cost and expense.

We further agree to repair at our own cost and expense any work which we may disturb in making good such defects.

\_\_\_\_\_

\_\_\_\_\_ Seal

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

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

Subscribed and sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

END OF SECTION

Transportation Security Administration  
Interior Alterations  
T. F. Green Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587

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**1.** In accordance with the laws of the State of Rhode Island, the following statutory provisions are hereby incorporated in this Contract.

**1.1** STATE OF RHODE ISLAND REQUIREMENTS: The Contractor and all Trade Subcontractors shall adhere to the licensing requirements of Rhode Island General Laws, Section 28-26-5 which provides as that:

- A.** No person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane excavator of five (5) horsepower or more without obtaining a license to do so as provided in Rhode Island General Laws 28-26-1 et seq (the "Act").
- B.** No user or agent of a user of such described steam gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided in the Act.

**1.2** The Contractor and all Trade Subcontractors shall adhere to the requirements of Rhode Island General Laws, Section 37-13-1 et seq., as amended (Labor and Payment of Debts by Contractor), including but not limited to the following:

37.13-5 Payment of Trucking or Materials Furnished – Withholding of Sums Due. A Contractor or Subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of such Contractor or Subcontractor in connection with the public work being performed by it within ninety (90) days after such obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in the state having supervision of such contract that such obligation or charge has not been paid by the Contractor or Subcontractor, the proper authority may deduct and hold for period not exceeding sixty (60) days from sums of money due to the Contractor or Subcontractor the equivalent amount if such sums certified by a trucker or materialman creditor as due it as provided in this section and which the proper authority determines is reasonable for trucking performed or materials furnished for such public works.

37.13-6 Ascertainment of Prevailing Rate of Wages And Other Payments – Specification Of Rate In Call For Bids And In Contract. Before awarding any contract for public works to be done, the proper authority shall ascertain from the Director of Labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction

for Federal Income Tax purposes by Contractors in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract for the public works and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday and overtime wages paid and the payments on behalf of employees only to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

37.13-7 Specification In Contract Of Amount And Frequency Of Payment Of Wages.

- a. Every call for bids for every contract in excess of One Thousand Dollars (\$1,000) to which the State of Rhode Island or any political subdivision thereof is party for construction, alteration and/or repair including painting and decorating of public buildings or public works of the State of Rhode Island or any political subdivision thereof and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the Director of Labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village or other appropriate political subdivision if the State of Rhode Island in which the work is to be performed and every contract shall contain a stipulation that the Contractor or its Subcontractor shall pay all said employees employed directly upon the site of the work unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids regardless of any contractual relationship which may be alleged to exist between the Contractor and Subcontractor and such employees and that the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the Contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the wages received by such employees and not refunded to the Contractor, Subcontractors or their agents.
- b. The terms “wages”, “scale of wages”, “wage rates”, “minimum wages” and “prevailing wages” shall include:
  1. The basic hourly rate of pay; and
  2. The amount of:
    - a. The rate of contribution made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a fund, plan or program; and
    - b. The rate of costs to the Contractor or Subcontractor which may be reasonable anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity or insurance or provide any of the foregoing for unemployment benefits, life insurance, disability and sickness insurance or accident insurance, vacation and holiday pay, defraying costs of apprenticeship or other similar programs or for other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other Federal, State or local law to provide any of such benefits provided that the obligation of a Contractor and Subcontractor to make payment in accordance with the prevailing wage determinations of the Director of

Labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of contributions of a type referred to in paragraph 2a or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph 2b or any combination thereof where the aggregate of any such payments, contributions and costs is not less than the rate of pay described in paragraph 1 plus the amount referred to in paragraph 2.

- c. The term “employees” as used in this section shall include employees of Contractors or Subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works and the employment of such employees shall be subject to provisions of subsections (a) and (b).

- 1.3** The Contractor and all Trade Subcontractors shall adhere to Chapters 85, 86 and 88 if the Public laws of Rhode Island, 1960: Section 123 of the aforesaid chapters defines the authority of Director of Department of Public Works and use of Federal assistance and provides in part that in the event that Federal funds or Federal assistance are made available to the State for use in carrying out highway projects, said projects shall be carried out and executed in all respect subject to the provisions of the appropriate Federal law providing for the construction of such projects and the rules and regulations made pursuant thereto, and to such terms, conditions, rules and regulations as said Director may establish to ensure the proper execution of said projects, therefore, any provisions of the State laws that conflict with the Federal laws, rules and regulations are not applicable to projects financed in whole or in part with Federal Aid Highway funds.
- 1.4** The Contractor and all Trade Subcontractors shall adhere to the Public law – Chapter 5-6-2 entitled “Work for Which License Required”, reads as follows: No person, firm or corporation shall enter into, engage in or work at the business of installing wire, conduits, apparatus, fixtures and other appliances for carrying or using electricity for light, heat or other purpose, unless such person, firm or corporation shall have received a license and a certificate therefore, issued by the State Board of Examiners of Electricians.
- 1.5** The Contractor agrees to comply with Rhode Island General Laws, Chapter 17-27 pertaining to the filing of affidavits in connection with political contributions by vendors of the State government and its various independent State agencies.

END OF SECTION

## **1.0 POLICY STATEMENT**

The Rhode Island Airport Corporation (RIAC) acting through its designated agent agrees to ensure that Disadvantaged Business Enterprise (DBE) have the maximum opportunity to participate in the performance of the work. In this regard, the Rhode Island Airport Corporation has established a project wide minimum **DBE participation goal of eight and six-hundredths percent (8.60%)**. The attainment of this goal will be implemented through the establishment of individual DBE goals for each trade contract bid package. The Construction Manager and all Contractors and Subcontractors will take all reasonable steps in accordance with applicable Federal and State laws, regulations and the Contract Documents to ensure that Disadvantaged Business Enterprise have the maximum opportunity to compete for and perform work on the project. On any work funded by the Federal Aviation Administration the term Minority Business Enterprise (MBE) shall be substituted for Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE).

The Rhode Island Airport Corporation will seek to provide and promote equal opportunity employment within its own organization and that of its contracted organizations. The Rhode Island Airport Corporation will take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, national origin or age.

Each sub-recipient, Contractor or Subcontractor is advised that failure to comply with Federal, State and Contract requirements shall constitute a breach of contract and, after notification by RIAC, may result in termination of the agreement or contract by RIAC or such other remedy, as RIAC deems appropriate.

Any Contractor that fails to meet the DBE and EEO requirements of their Trade Contract will be subject to sanctions and penalties in accordance with Rhode Island State Law 37.14.1-8 and Federal Law 29CFR60, 49CFR21, and 49CFR26.

## **2.0 PROJECT DBE/EEO MONITORING**

RIAC, through its designated agent, will provide services to oversee, monitor and report on DBE/EEO participation by the Contractors and Subcontractors and to function as the Project DBE/EEO Contract Compliance Monitor.

Contractors and Subcontractors shall cooperate with RIAC, or its designated agent in the monitoring and reporting of DBE/EEO requirement compliance. All DBE/EEO related reports and certifications required of the Contractor and Subcontractor should be submitted to RIAC, or its designated agent.

## **3.0 DBE PARTICIPATION REQUIREMENTS**

Through the submittal of his/her bid, the Trade Contractor certifies that he/she has complied with all requirements of this DBE/EEO plan and 49 CFR Part 26.

Any Contractor bidding on work is required to make a concerted, systematic, results-oriented and documented effort to engage Disadvantaged Business Enterprises in accordance with the established DBE requirement assigned to each bid package.

The requirements outlined herein have been prepared to assist each bidder in identifying their method of meeting the established requirement as well as to document to the Rhode Island

Airport Corporation how the requirement will be accomplished.

### **Certification**

1. All DBE firms participating in this program will meet the certification requirements of the State of Rhode Island Department of Administration and Rhode Island Airport Corporation under U.S. Department of Transportation Certification Guidelines.
2. Evidence of certification for all DBE's to be credited, as supplier, manufacturer, Contractor or joint venture shall be submitted within the Contractor's sealed envelope in writing at the time of bid.
3. All DBE's including majority/DBE joint ventures must complete the Letter of Intent to Perform (Exhibit 1).
4. Contractors who have been convicted of a violation of DBE regulations may not be considered for participation in this project.

Failure to comply with the project's DBE requirements, engaging in efforts to subvert the requirements or manipulate control of the bid process, attempting to include DBE firms with a known prior record of brokering or other illegal practices or failure to complete the appropriate forms will be considered an incomplete bid failing to respond to the bid documents specifications and will be cause for rejection of the entire bid or the exclusion from receiving credit of the DBE portion in question as an eligible participant in the DBE program, whichever the RIAC deems appropriate.

### **3.1 TERMS AND CONDITIONS**

1. DBE participation will be counted toward meeting the DBE requirement as follows:
  - a. The total dollar value of a Trade Contract or Subcontract awarded to a Rhode Island certified Disadvantaged Business Enterprise will be counted toward the applicable requirement.
  - b. In the case of a Rhode Island certified joint venture, that portion of the total dollar value of the contract equal to the percentage of participation and control of the minority partner in the joint venture will be counted toward the applicable requirement.
  - c. Only expenditures to Disadvantaged Business Enterprises that perform a commercially useful function in the work of a contract or subcontract may be counted toward DBE goals. A Disadvantaged Business Enterprise is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a Contractor's Subcontract and carries out its responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Rhode Island Airport Corporation shall evaluate the amount of work subcontracted (no more than approximately 60%), industry practice, the past performance and capability of the DBE and other relevant factors. The commercially useful function will be determined by RIAC and must be within the work category for which the DBE is certified by the Rhode Island Department of Administration.

- d. Contractors may count expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBE's are regular dealers and assume the actual and contractual responsibility for the provision of the materials and supplies. The entire expenditure to a DBE manufacturer (supplier that produces goods from raw materials or substantially alters them before resale) may be counted. Sixty percent (60%) of expenditures to DBE suppliers that are regular dealers and not manufacturers may be counted provided that the supplier performs a commercially useful function in the supply process. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation.

*Regular Dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment. (49 CFR & 13 CFR).*

*Manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the recipient or Contractor. (49 CFR & 13 CFR).*

2. Bidders must complete and return with the bid for informational purposes, a Letter of Intent to Perform as a Qualified DBE for each potential DBE included on the DBE Utilization Plan.

The apparent low bidder will be required to submit copies of agreements, which they intend to execute with DBEs within four (4) working days of receipt of notice of apparent low bid. Failure of the apparent low bidder to submit the required DBE contract agreements within four (4) working days of receipt of the notice of apparent low bid may be considered, at the sole discretion of the Owner, non-responsive and will result in rejection of the bid.

The agreement with the DBE's must indicate the contracting parties, scope of the work to be performed and amount of compensation for same.

3. The bidder's offer of the DBE participation as identified in the Disadvantaged Business Enterprise Utilization Plan (*Exhibit 3*) at time of bid shall express his/her commitment to the percentage of DBE utilization during the term of his/her contract for the work so bid. The Contractor shall be deemed to have met its commitment for DBE utilization if the DBE utilization requirement percentage indicated in Paragraph G of the Bid Proposal is achieved based on final contract value including contract amendments. If the Contractor fails to achieve its DBE utilization requirement, the value of the difference between the actual DBE utilization and the DBE utilization requirement will be deducted from the Trade Contract.

Bidders will be given notice, approximately four weeks, between the time bid documents are made available and the actual bid submittal date to seek out, obtain bids and receive letter of intent to perform work (*Exhibit 1*) from potential DBE's.

4. The Contractor must receive approval from RIAC through the Owner's representative before making substitutions of any DBE firms offered in the original bid. The request for change must be made in writing with full explanation and in sufficient time so as not to delay the Contractor's performance of his work.
5. The Contractor's commitment to a specific requirement is to meet the DBE objective and is not intended and shall not be used to discriminate against any qualified firm or group of firms.
6. Only DBE's and joint ventures that are currently certified by the State of Rhode Island Department of Administration and approved by Rhode Island Airport Corporation will be considered eligible for inclusion in the Trade Contractor's requirement for DBE utilization.
7. Bidder's effort to accomplish a specific requirement for DBE's utilization as required by the Participation Requirement shall constitute a commitment to make every good faith effort to meet such requirement by subcontracting with or undertaking to joint venture with DBE firms. If the bidder fails to meet the requirement, he/she will carry the burden of furnishing sufficient documentation with the bid proposal of their good faith efforts to justify a grant of relief from the requirement set forth as the Participation Requirement. Such justification will take the form of a detailed written report which will document, to the satisfaction of RIAC and its designated agent, the Contractor's efforts and include but not necessarily be limited to the following information:
  - a. Efforts made to select portions of the Trade Contract to be performed by Disadvantaged Business Enterprises in order to increase the likelihood of achieving the stated requirement.
  - b. Efforts to negotiate with disadvantaged business enterprises for specific sub-bids including at a minimum:
    1. The names, addresses and telephone numbers of DBE enterprises contacted;
    2. A description of the information provided to disadvantaged business enterprises regarding the plans and specifications for portions of work to be performed;
    3. A statement of why additional agreements with Disadvantaged Business Enterprises were not reached (see Form Exhibit 2);
    4. Copies of written correspondence and telephone logs documenting all contact and attempted contact with DBE enterprises.
  - c. Concerning each DBE supplier/Contractor contacted but rejected as unqualified, the reasons for the supplier/Contractor's exclusion. A DBE Waiver Form (Exhibit 2) signed by each business or statement that each refused to give such certification after reasonable request if the bidder considers a DBE firm that was contacted to be unavailable.
  - d. Efforts made to assist contacted DBE's who are capable, competent and competitive but need assistance in obtaining required bonding and insurance or prompt payment safeguards.
  - e. Use of the services of minority community organizations, minority Contractors' groups, governmental minority business assistance offices and other organizations, which assist in the recruitment and placement of DBE's.

- f. The bidder must document efforts made to meet requirements in accordance with Appendix A to 26 of 49 CFR.
8. RIAC in their evaluation of any request for waiver submitted by the apparent low bidder will consider in addition to 49CFR26 the following:
  - a. Efforts made by other bidders to meet the requirements.
  - b. Independent verification of DBEs who were eligible to participate.
9. In the event the documentation of good faith effort submitted by the apparent low bidder is rejected by RIAC as not substantiating a good faith effort the apparent low bidder will be given 2 working days after notice of rejection to remedy his deficiencies. If the deficiencies are not remedied to the satisfaction of RIAC, the bid will be rejected as non-responsive. If the deficiencies are remedied to the satisfaction of RIAC, the bidder will be issued a notice of apparent low bid at which time the bidder must comply with Paragraph 3.1.2.
10. In the event requirements of this DBE/EEO plan contradict requirements stipulated elsewhere in Federal or State regulations, the more stringent requirement and at a minimum the Federal regulation must be satisfied.

### **3.2 PRE-BID MEETING**

All Contractors will be notified of a Pre-Bid Meeting where any questions concerning EEO or DBE utilization may be addressed. If a question cannot be answered at that time or a point needs clarification, that information will be provided prior to the bid date.

### **3.3 DBE BID PACKAGE REQUIREMENTS**

The DBE percentage requirements assigned to a bid package by RIAC, or its designated agent, will be derived from a review of the capabilities of potentially available DBE's in relation to the nature and estimated size of the bid package. There are no restrictions on the use of Rhode Island certified DBE's except that they must be utilized in the work category (capacity) for which they are certified and in a commercially useful manner on the project. It may be possible for a certified DBE to perform related work to the work category for which certification was received. This performance analysis, if necessary, will be done by RIAC. Bidders are not required to stipulate only one DBE Subcontractor on their Bid Proposal if they are seeking quotes more than one DBE but they must indicate, at the time of bid submittal, all of their potential DBE's and have all of them fill out the "Intent to Perform" sheet.

Once a contract is awarded, no DBE firm that was identified to perform as part of your Disadvantaged Business Enterprise Utilization Plan (Exhibit 3) will be allowed to change their bid values or perform a lesser scope of work than indicated without written explanation acceptable to RIAC, or its designated agent. Such written explanation must be submitted to RIAC through the designated agent for evaluation.

Non-certified Minority or Women Contractors can be used but will not be counted as part of your DBE plan unless they become certified by the time they actually perform their work. Non-certified DBE's cannot be counted toward meeting the initial DBE bid package requirement. The failure of a non-certified DBE to gain certification will not be considered grounds for any adjustment to the contractually stipulated DBE participation requirement.

### **3.4 DBE UNAVAILABILITY CERTIFICATION**

A market survey of DBE availability has been conducted to aid RIAC, or its designated agent in the establishment of reasonably attainable DBE requirements for each bid package.

Any DBE who, for any reason, declines to bid or subcontract with a Contractor must indicate same on the DBE Waiver Form (Exhibit 2). Those who have been contacted in good faith and do not respond should be brought to the attention of RIAC, or their designated agent in sufficient time for them to document the circumstances. If, after making a genuine attempt to seek out and solicit bids from DBE's fails to attain the bid package percentage requirement, the Contractor must submit a request for partial or full waiver of the DBE requirement. The request for a partial or full waiver of the DBE requirement must include documentation in accordance with Paragraph 3.1.7 and must be made with the bid for evaluation by RIAC or their designated agent. RIAC reserves the right to verify the good faith documentation submitted. RIAC may waive a part or all of the DBE participation requirement. A waiver will only be granted if RIAC is satisfied that the documentation submitted clearly substantiates a good faith effort by the Contractor to meet the DBE participation requirement (Reference paragraph 3.1.8).

### **3.5 CHANGES TO DBE PLAN**

The successful bidder will be required to attend a Pre-Construction Conference where, among other things, the bidder's proposed DBE plan of action (Exhibit 3) will be reviewed. Any DBE modifications or changes that may have occurred between the time of the bid submittals and the conference must be brought to the attention of RIAC and their designated agent at this meeting. No deviation from the bid will be acceptable without explanation/documentation acceptable to RIAC and their designated agent.

Any changes in the utilization of DBE's identified at the time of bid must be brought to the attention of RIAC and their designated agent immediately as part of the conditions of the contract. No DBE can be submitted for another DBE named as part of the DBE Utilization Plan with the bid submittal without written notification to the original DBE and the approval of RIAC and their designated agent.

If the successful bidder attempts to alter their proposed DBE participation without an explanation and/or documentation that is acceptable to RIAC, RIAC reserves the right to disqualify the bid and/or find the Contractor in default and terminate the contract, award the contract to the next most responsive bidder or to re-bid the work, whichever they deem to be in the project's best interest. If the contract is terminated and/or the work is re-bid, the disqualified/terminated bidder(s) will have his bid surety forfeited and be barred from participating in the re-bid. Any additional costs incurred as a result of the contract termination including, but not limited to, delays, increased labor, material, equipment, airport/airlines operations, etc., shall be the responsibility of the disqualified/terminated Contractor and his surety.

The final accepted DBE Utilization Action Plan (Exhibit 3) with any accepted modification will become the contract requirement that RIAC, or its designated agent, will monitor for the duration of the contract.

### **3.6 DBE REQUIREMENT REPORTING AND MONITORING**

Each Contractor will be required to submit documentation of DBE participation as the work

progresses. A Monthly Compliance Report/DBE Participation Affidavit (Exhibit 4) and EEO/DBE Monthly Activities Report (Exhibit 5) will be required to be submitted monthly with the Contractor's Application For Payment or by the last day of the month if the Contractor is not submitting an Application For Payment. Trade Contractor's Application for Payment will not be processed if any of the DBE monthly reports is delinquent.

#### **4.0 EEO PARTICIPATION REQUIREMENTS**

All Contractors and Subcontractors must comply with the requirements for affirmative action to ensure equal opportunity in accordance with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR, Chapter 60).

As a condition of contract the Contractor certifies that it does not maintain segregated facilities by signing Exhibit A at the same time the contract is signed. The Contractor further agrees to adhere to and be obligated to the provisions of Exhibit A-1 through and including A-4 of this plan.

The Contractor and Subcontractor are subject to audit by the Rhode Island State Equal Opportunity Office, RIDOT and Federal Department of Labor OFCCP. If it should be determined by the Rhode Island State Equal Opportunity Office that the Contractor or Subcontractor is in non-compliance with any of the provisions of Exhibit A, A-1 through and including A-4, the Trade Contractor or Subcontractor will be given written notice. If the Contractor does not comply within 7 days, the Contractor will be considered in breach of contract and upon 10 additional days the Trade Contract may be terminated.

The Contractor and Subcontractor are required to complete and submit the Department of Administration State Equal Opportunity Office Contract Compliance Report (Exhibit 6) and the Monthly Employment Utilization Report (Exhibit 7) to document and report the percent (%) of minorities and women in the work labor force. The Contractor and Subcontractor are expected to maintain the specified minority/female manpower utilization for the duration of their work. The Contractor and Subcontractor must complete the Equal Opportunity Office Contract Compliance Report (Exhibit 6) within sixty (60) days of contract award and prior to commencing work on the project site. The Contractor completes pages 1-4 and a page 4A for every Subcontractor to be used on the project. This report must be submitted to the Rhode Island State Equal Opportunity Office with a copy to RIAC and their designated agent.

The Monthly Employment Utilization Report, Form CC257 (Exhibit 7) must be completed by the Contractor and all Subcontractors. The report must be submitted by the 5th of the month and contain information for the preceding month. Should the Contractor fail to submit the report or ensure that the Subcontractors have submitted same by the 5th of the month, the Contractor's payment in process will be withheld and subsequent applications for payment will not be processed until the Contractor has complied.

#### **4.1 CERTIFICATE OF UNDERSTANDING**

The attached Exhibit 8, Bid Conditions - Certificate of Understanding, must be signed and submitted with the Bid Proposal. The bidder certifies they have read and understand the EEO requirements of the Project. Should the Trade Contractor fail to comply with the Project EEO requirements, the Contractor will be considered in default of contract and the Trade Contract may be terminated.

## **EXHIBITS**

### **I. DBE**

Exhibit 1	Letter of Intent to Perform as a Qualified Disadvantaged Business
Exhibit 2	DBE Waiver Form
Exhibit 3	Disadvantaged Business Enterprise Utilization Plan
Exhibit 4	Monthly Compliance Report – DBE Participation Affidavit
Exhibit 5	EEO/DBE Monthly Activities Report
Exhibit 6	Contract Compliance Report
Exhibit 7	Monthly Employment Utilization Report
Exhibit 8	Bid Conditions – Certificate of Understanding

### **II. EEO**

Exhibit A	Equal Opportunity Certificate of Assurance
Exhibit A-1	Standard Federal EEO Construction Contract Specifications
Exhibit A-2	Equal Opportunity Clause Federally-Assisted Construction Contracts
Exhibit A-3	Notice of Requirement for Affirmative Action to Ensure EEO
Exhibit A-4	Certificate of Nonsegregated Facilities

**EXHIBIT 1**

**LETTER OF INTENT TO PERFORM  
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: \_\_\_\_\_  
(Name of Contractor)

Project: \_\_\_\_\_

Reference #: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as (check one):

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_  
(Name)

Contract Amount \_\_\_\_\_

Supplier: \_\_\_\_\_  
(Name)

Contract Amount \_\_\_\_\_

The Bid Price agreed upon is: \$ \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

\_\_\_\_\_  
\_\_\_\_\_

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Disadvantaged Company)

\*As determined by \_\_\_\_\_

\_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

**EXHIBIT 2**

**DBE WAIVER FORM**

(Required for All Bids Requesting Waiver of the 8.60% DBE Requirement)

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

certify that on \_\_\_\_\_, I contacted the following DBE Contractors to obtain a bid for work  
(date)

items to be performed on Contract Number \_\_\_\_\_.

DBE Contractor Name and Address

Work Items Sought

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

-----  
This portion to be completed by DBE Contractor:

\_\_\_\_\_ was offered an opportunity to bid or make an offer on the  
(Name of DBE)

above identified work on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

\_\_\_\_\_

(Signature of DBE)

\_\_\_\_\_

(Title)

**EXHIBIT 3**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project \_\_\_\_\_

2. Number of Project \_\_\_\_\_

3. Total Dollar Amount of Bid \_\_\_\_\_

4. Disadvantaged Business Enterprise Participation \$ Goal \_\_\_\_\_

a. Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone(s) \_\_\_\_\_

b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)

Total of listed amounts \$ \_\_\_\_\_

(Use back of sheet for additional space, if needed)

Contractor: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_



**EXHIBIT 4**  
**(Cont.)**

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 200 .

Notary Public in and for \_\_\_\_\_ County.

My commission expires \_\_\_\_\_

**EXHIBIT 5**

**E.E.O. / DBE MONTHLY ACTIVITIES**

The following data must be contained in your report of EEO/DBE activity on the project.

EEO/DBE Participation for Month of \_\_\_\_\_, 20\_\_.

Contractor/Subcontractor \_\_\_\_\_

List DBE's (Disadvantaged Business Enterprises) who worked on the project during the reporting period: (Note: Any DBE who started or completed contract during this period)


Provide a brief description of project EEO/DBE activities for the months including Audits, Complaints, Discrimination Charges, and Terminations etc.

EEO \_\_\_\_\_

No. of Hiring Opportunities \_\_\_\_\_

Layoffs/Recalls \_\_\_\_\_

EEO Meetings/Sessions \_\_\_\_\_

Out of reach Efforts \_\_\_\_\_

DBE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_

	Prior Month	Current To Month	Date
1. Number of TOTAL PERSON HOURS _____			
2. Number of MINORITY PERSON HOURS _____			
3. Number of WOMEN PERSON HOURS _____			

*11.1.1.1.1.1.1*

Status of project Affirmative Action goals: \_\_\_\_\_

	Prior Month	%	Current Month	%
Women				
Minority				

**EXHIBIT 6**

DEPARTMENT OF ADMINISTRATION  
 STATE EQUAL OPPORTUNITY OFFICE

Evaluation

**III. Contract Compliance Report**

11.2 Bid # \_\_\_\_\_ Contract # \_\_\_\_\_

Contract Value \_\_\_\_\_

For Office Use Only	
<input type="checkbox"/>	Compliance
<input type="checkbox"/>	Non-compliance
<input type="checkbox"/>	Incomplete Data

**11.2.1 SECTION 1**

1. Name, Address & Phone # of Contractors Office	2. Name & Title of Executive Officer
3. Name & Title of EEO Officer	4. Project Location & Activity
5. Contract Production Schedule: Beginning Date _____ Estimated Completion Date _____ Anticipated Peak Employment Dates _____	6. Name & Title of Project Officer

7. DATE LAST REPORT SUBMITTED TO THIS AGENCY: \_\_\_\_\_

	YES	NO
8. Has a collective bargaining agreement or other contract of understanding been made with a labor union(s), which represent the employees?		
9. In the non-discrimination clause included in all union contracts, sub-contracts and other contracts as executed in your state contract? If YES, submit a copy of these letters/notices		
10. Have all of your unions, Contractors and sub-Contractors covered by these reporting requirements been advised in writing of your non-discrimination requirements? If YES, submit a copy of these letters/notices.		
11. Has a written Affirmative action Program been established that covers all applicable requirements of 41 C.F.R. Chapter 60 including a program for Disabled and Vietnam Era Veterans and persons with Handicap? If YES, submit a copy.		
12. Has your company policy been communicated in writing to all officers and employees?		
13. Do you explain all educational or formal training programs to employees or prospective employees, which allow persons to participate on an equal basis?		
14. Have all recruitment sources, including unions, been notified in writing that all qualified applicants will receive consideration for employment without regard to RACE, SEX, NATIONAL ORIGIN, RELIGION, COLOR, AGE AND HANDICAP?		
15. Does Union(s) notify the company in writing that its policies and practices are consistent with the non-discrimination requirements? If NO', attach a sheet of paper describing the effort by union(s) to obtain such information and commitments.		
16. Do you maintain segregated facilities (e.g. restrooms, lunch rooms, recreational areas, etc.)? On basis of RACE, SEX, NATIONAL ORIGIN, RELIGION, COLOR, AGE AND HANDICAP?		

**SECTION 2  
 HIRING INFORMATION AND PROCEDURES**

Which of the following recruitment sources does your company use?

<u>Check Sources Used</u>	<u>Percentage of Applicants</u>
_____ Word of Mouth	_____
_____ State Employment Services	_____
_____ Private Employment	_____
_____ Schools and Colleges	_____
_____ Newspaper Advertisements	_____
_____ Walk-Ins	_____
_____ Referral by Labor Organization	_____
_____ Referral by Minority Organization	_____
_____ Other _____(Specify)	_____

17. Do all recruitment publications show “An Equal Opportunity Employer”?
18. Please attach an explanation of criteria use for hiring, and copy of your employment application.
19. Submit your employee handbook of contract compliance information and Equal Opportunity Policy Statement.

Union Title or Identification	Union Local Number	Does the Union have exclusive referral rights?		Does Union sponsor or participate in pre-apprentice, or post-apprentice training programs?		Does Contractor sponsor or participate in pre-employment, or post-employment training programs?	
		Yes	No	Yes	No	Yes	No

Other recruiting services, especially minority, women, handicap and social service organizations.

<u>Name of Other Identification</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

**SECTION 3 SUBCONTRACTORS – VENDORS – SUPPLIERS**

List sub-Contractors to be used on this contract.

<u>Name</u>	<u>Address</u>	Percent	Percent
		<u>Minority</u>	<u>Female</u>

Transportation Security Administration  
Interior Alterations  
T. F. Green State Airport  
Warwick, Rhode Island  
RIAC Contract No. 25587

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECTION 4**

**EMPLOYMENT STATISTICS**

1. Employment Statistics (Use pay period ending nearest to the 15<sup>th</sup> of the month preceding that in which it is due.)

Occupational Categories	Male Employees					Female Employees					Over 40 yrs			
	Total Male	W	B	H	API	AI AN	Total Female	W	B	H		API	AI AN	HCP
Official/managers														
Professionals														
Technicians														
Sales workers														
Office/clerical														
Crafts (skilled)														
Operatives (skilled)														
Crafts (unskilled)														
Service workers														
Total:														
# Of employees one year ago to date														
Apprentices														

TOTAL EMPLOYEES IN RHODE ISLAND: \_\_\_\_\_

LEGEND:	W – WHITE	H – HISPANIC	AI – AMERICAN INDIAN
	B – BLACK	API – ASIAN/PACIFIC ISLANDER	AN – ALASKAN NATIVE
			HCP - HANDICAP

2. Employment figures were obtained from data dated: \_\_\_\_\_
3. Attach a sheet identifying by name, sex, race, date of hire, position held, and date of termination of all minorities & females hired since your last bid review.
4. Please submit copies of all late 257 Monthly Utilization Reports. Future reports must be in this office no later than the 5<sup>th</sup> of each month.
5. The Contractor will notify the State Equal Opportunity Office in Writing upon completion of this contract.

\_\_\_\_\_  
SIGNATURE AND TITLE OF PERSON COMPLETING THIS FORM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CONTRACT COMPLIANCE OFFICER  
(STATE EQUAL OPPORTUNITY OFFICE)

\_\_\_\_\_  
DATE



Monthly Employment Utilization Report **U.S. Department of Labor**  
 Employment Standards Administration  
 Office of Federal Contract Compliance Programs

**EXHIBIT 7**

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

1. Covered Area (SMSA or EA) \_\_\_\_\_ 2. Employers I.D. No. \_\_\_\_\_ OMB No. 1215-01633  
 Expires: 12/13/92

3. Current Goals  
 Minority \_\_\_\_\_  
 Female \_\_\_\_\_

4. Reporting Period  
 From \_\_\_\_\_ To \_\_\_\_\_

Name and Location of Contractor \_\_\_\_\_

Federal Funding Agency \_\_\_\_\_

5. CONSTRUCTION TRADE	Classifications	TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS										9.		10.			
		6a. Total All Employees By Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic		6d. Asian or Pacific Islander		6e. American Indian or Native American		7.	8.	Total Number of Employees		Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F	Minority Percentage	Female Percentage	M	F	M	F
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Total Journey Worker																
	Total Apprentices																
	Total Trainees																
	Grand Total																

11. Company Official's Signature and Title \_\_\_\_\_ 12. Telephone Number (Include area code) \_\_\_\_\_ 13. Date Signed \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**EXHIBIT 8**

***BID CONDITIONS - CERTIFICATE OF UNDERSTANDING***

TRADE CONTRACTOR: \_\_\_\_\_ PROJECT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
\_\_\_\_\_ PROJECT NO: \_\_\_\_\_

I the undersigned understand that:

1. Form 257 is to be submitted by the fifth day for the previous month to the State EEO Office and a copy to the project site's designated Contract Compliance Officer.
2. All building trade manhours work being performed during the performance of this contract (Federal and non-Federal) in the SMSA area of the project are to be reported to the Federal Government.
3. A minimum goal is outlined by OFCCP or the project agreement for minority and female manpower utilization in terms of total trade work hours in the aggregate trade work force. It will be achieved or maintained at a minimum, for the duration of work to minimize any necessity for make-up hours or expansion of the normal workforce.
4. Minority and female work hours are to be consistent with other work crew hours in each trade whenever possible. Any major variations should be justified in the weekly report.
5. Minority or female employees are not to be transferred from your Firm's other projects for the purpose of meeting the goals of this contract.
6. The designated Project Contract Compliance Officer and the State Employment Office's construction desk are to be used as a source for assistance in recruiting minorities and females when they are not available through union referral procedures.
7. A roster of all minority and/or female applicants, seeking employment must be maintained at the project site.
8. The project site and union hall hiring practices and equal opportunity performance of trade-Subcontractors are the responsibility of the trade Contractor.
9. Reliance on union halls as the sole referral agent for minorities or female trades persons is not a justifiable excuse in meeting your EEO employment obligations and affirmative action responsibilities of this contract.
10. Trade Contractors who have been debarred from participating in federally funded contracts shall not bid or be utilized on this project.
11. By signing this document, I confirm that I have thoroughly reviewed the Contract Document EEO requirement and will comply with all rules and requirements contained therein.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Presentation Made By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A

**CONTRACT AGREEMENT**

**EXHIBIT A – OPPORTUNITY CERTIFICATE OF ASSURANCE**

I, \_\_\_\_\_, THE UNDERSIGNED, CERTIFIES THAT HE DOES NOT AND WILL (AUTHORIZED NAME) NOT MAINTAIN OR PROVIDE FOR THE UNDERSIGNED’S EMPLOYEES ANY SEGREGATED FACILITIES AT ANY OF THE UNDERSIGNED’S ESTABLISHMENTS, AND THAT THE UNDERSIGNED DOES NOT AND WILL NOT PERMIT

THE UNDERSIGNED’S EMPLOYEES TO PERFORM THEIR SERVICES AT ANY LOCATION, UNDER THE UNDERSIGNED’S CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED. THE UNDERSIGNED UNDERSTANDS THAT THE PHRASE “SEGREGATED FACILITIES” 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 WHICH ARE SEGREGATED BY EXPLICIT DIRECTIVE OR ARE IN FACT SEGREGATED ON THE BASIS OF RACE, CREED, COLOR OR NATIONAL ORIGIN, BECAUSE OF HABIT, LOCAL CUSTOM OR OTHERWISE. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT MAINTAINING OR PROVIDING SEGREGATED FACILITIES FOR THE UNDERSIGNED’S EMPLOYEES TO PERFORM THEIR SERVICES AT ANY LOCATION, UNDER THE UNDERSIGNED’S CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED, IS A VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE REQUIRED BY EXECUTIVE ORDERS 11246 OF SEPTEMBER, 1965 AND 11375 OF OCTOBER 13, 1967 AND THE RULES AND REGULATIONS THEREUNDER.

THE UNDERSIGNED FURTHER AGREES THAT IT WILL OBTAIN IDENTICAL CERTIFICATIONS FROM PROPOSED SUBCONTRACTORS PRIOR TO THE AWARD OF SUBCONTRACTS EXCEEDING \$10,000.00 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

THE UNDERSIGNED AGREES TO COMPLY WITH ALL REPORTING REQUIREMENTS OF EXECUTIVE ORDERS 11246, AS AMENDED, SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERANS’ READJUSTMENTS ASSISTANCE ACT OF 1974, AS AMENDED, (38U.S.C.4212) AND THEIR IMPLEMENTING REGULATIONS AT 41 CFR CHAPTER 60. EMPLOYER INFORMATION REPORT EEO-1 (STANDARD FORM 100) MUST BE FILED WITH THE JOINT REPORTING COMMITTEE NO LATER THAN MAY 31 EACH YEAR.

THE UNDERSIGNED ACKNOWLEDGES EXHIBITS A-1 THROUGH AND INCLUDING A-4 AS PART OF AND INCLUDED WITHIN THE UNDERSIGNED’S CONTRACT AGREEMENT AND OBLIGATION.

IF YOU HAVE A CURRENT GOVERNMENT APPROVED EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM PURSUANT TO 41CFR 60-2, PLEASE CHECK HERE \_\_\_\_\_. IF YOU DO NOT HAVE A CURRENTLY APPROVED PROGRAM, YOU HEREBY AGREE TO

DEVELOP AND SECURE GOVERNMENT APPROVAL OF AN EQUAL EMPLOYMENT OPPORTUNITY ACTION PROGRAM WITHIN 120 DAYS AFTER RECEIPT OF ANY ORDER OF \$50,000.00 OR MORE IF YOU HAVE OVER FIFTY (50) EMPLOYEES.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(41 C.F.R. PART 60-4.3)**

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, United States 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:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) 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);
    - (iv) 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 from which this contract resulted.
3. If the Contractor is participation (pursuant to 41 CFR & 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 are (including goals and timetables) shall be in accordance with that Plan for those trades which have unions 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 7(a) through 7(p) 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. The Contractor is expected to make substantially uniform progress toward 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 obligation 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, the Contractor must employ such apprentices and trainees 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 foreman, superintendents and other on-site 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 organization 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, address 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 shall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the fields with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or 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 for the area which 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 complied under 7(b) 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 publishing 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 a; employees at each ;occasion 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 with onsite supervisory personnel such as Superintendents, General Foreman, 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 a 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 & 60-3.
  - l. Conduct. At least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, though appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are no segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for Subcontractors 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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate involuntary associations, which insist in fulfilling one or more of their affirmative action obligations (7(a-p)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a-p) of these specifications provided that the Contractor actively participates in the group, makes every efforts 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 each 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 Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter any Subcontractor with any person of 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 suspensions, termination and cancellation of existing subcontracts as many 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 obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR & 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as many be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

THE EQUAL OPPORTUNITY CLAUSE  
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS  
(41 C.F.R. PART 60-1.4b)

- a. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity Clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding, a notice to be provided advising the labor union or workers' reprehensive of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of the September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by the Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to the agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II. Sub-part D of the Executive Order. In addition the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or part this grant (contract, loan, insurance, guarantee); refrain from extending any failure or refund occurred until satisfactory assurance of the future compliance has been received from such an applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(41 C.F.R. PART 60 – 4.2)

The following notice shall be including in all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000.

1. The Officer'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:

Goals for minority participation for <u>each trade</u>	Goals for female participation in <u>each trade</u>
3%	6.9%

These goals are applicable to all 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 areas 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 & 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR & 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 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; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. **As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Warwick, Kent County, State of Rhode Island and Providence Plantations.**

EXHIBIT A-4

CERTIFICATION OF NONSEGREGATED FACILITIES  
(41 C.F.R. PART 60-1.8)

This Company certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Seller further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time period) it will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods):

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES"

A certification of nonsegregated facilities, as required by the May 9, 1967, order on elimination of segregated facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually.)

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S. Code 1001.

This Company hereby certifies that it will comply with all of the applicable provisions set forth in Executive Order 11246 and those specific provisions contained herein specifically Title 41 C.F.R. & 60-1.4)b), & 60-4.2, & 60-4.3 and certification of non-segregated facilities statement.

END OF SECTION

**1.0 - General.** The special requirements set forth in this section of these specifications shall govern any aspect of the contract work where such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property and point out special coordination or schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements as set forth above.

A. The Contractor, his agents and Sub-Contractors shall be responsible for, and conform with all applicable rules, regulations and directives as may be issued by the RIAC.

**2.0 - Project Description.** The project work consists of miscellaneous demolition, millwork and counter tops, VCT flooring, painting, plumbing and electrical improvements to the space occupied by the Transportation Security Administration at T. F. Green Airport.

**3.0 - Project Schedule.** The Owner will issue a written "Notice-to-Proceed" which will specify an effective date for the Contractor to begin work at the site. Completion of the construction shall occur within **ninety (90) calendar days** from Notice to Proceed.

The Contractor shall notify the Owner at least 72 hours in advance of the time he intends to start work. The Contractor shall coordinate his/her overall schedule with the other contractors through the Owner. The Contractor's daily schedule must be coordinated with the Owner.

**4.0 - Weekly and Daily Schedules Required.** To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit weekly, a schedule of operations for the following workweek. The schedule shall be given to the Owner by the end of the work week preceding the week covered by the schedule. The weekly schedules shall be subject to the approval of the Owner, and shall include as a minimum, the following:

1. Major work items to be accomplished.
2. Subcontractors to be on-site.
3. Areas of the site where construction is scheduled.
4. Any anticipated closing of facilities that will be required.
5. Other information requested by the Owner.

The Owner may disallow work in areas not included in the current work schedule.

Prior to the beginning of work each week, the Contractor's superintendent shall meet with the Owner to discuss the week's schedule and any anticipated changes to the weekly schedule. The Contractor shall be responsible for coordinating the work of the subcontractors with the Owner.

The Contractor shall have a competent superintendent on the worksite at all times who is fully authorized to act as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer.

The Contractor shall provide the Owner with the name(s) and telephone number(s) of a person or persons who can be contacted before or after work hours for emergency situations affecting the construction. The Contractor shall be "on call" at all times during the length of the construction period.

**5.0 - Sequence of Work.** The Contractor shall, immediately after award of the contract, complete in detail a Construction Progress Schedule covering all parts of the work which shall be submitted for approval to the Owner prior to the Pre-Construction Conference. The Pre-Construction Conference will not be held until a Construction Progress Schedule has been submitted to the Owner. The Construction Progress Schedule shall state the items of work and shall forecast the dates for carrying out each part of the work to be done.

**6.0 - Record Drawings.** The Contractor shall maintain at the site a set of drawings on which shall be recorded accurately as the work progresses the actual “as-built” dimensions and grades of all his/her work, indicating thereon all variations from the Contract Drawings. This record of “as-built” conditions shall include the work of all subcontractors. Notations on mechanical and electrical work shall include nameplate data for all installed equipment. These drawings shall be kept current and available for review by the Owner at all times.

**7.0 - Acceptance Testing.** The cost of acceptance testing of materials required by various sections of the specifications will be borne by the Contractor as well as the cost of any retesting required because the materials did not pass the acceptance tests.

**8.0 - Cooperation by the Contractor.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his/her inspectors and with other contractors in every way possible. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner.

**9.0 - Standard Specification References.** Wherever in this set of drawings or specifications the term: Not applicable for this contract

**10.0 - Drawings.** Drawings are provided as attached.

END OF SECTION

The following contract conditions apply to this Contract in the event U.S. Department of Transportation (DOT) financial assistance is applied for. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

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## **BUY AMERICAN PREFERENCES**

**Requirements:** The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- (1) applying the provision is not in the public interest;
- (2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- (3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or
- (4) applying this provision would increase the cost of the overall project by more than 25 percent.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

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## **CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS**

### **Application**

Required in all contracts and subcontracts

### **Reference**

**49 CFR Part 21**

**AC 150/5100-15**

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

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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## **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

### **Application**

Incorporate in all contracts funded under AIP

### **Reference**

Airport and Airway Improvement Act of 1982, Section 520

Title 49 47123

AC 150/5100-15, Para. 10.c.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **Application**

Required in all contracts and subcontracts

### **Reference**

49 CFR Part 20, Appendix A

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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## **ACCESS TO RECORDS AND REPORTS**

**Application**

Incorporate into all procurement contracts that funded by AIP funds

**Reference**

49 CFR Part 18.36(i)  
FAA Order 5100.38

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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.

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**DISADVANTAGED BUSINESS ENTERPRISES**

**Application**

The contract assurance clause shall be incorporated verbatim. The prompt payment clause represents sample language that meets the requirements of 49 CFR Part 26.29. Recipients should refer to the language included their approved DBE program

**Reference**

49 CFR Part 26

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

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**ENERGY CONSERVATION REQUIREMENTS**

**Application**

The regulation does not prescribe the language for the requirement. The above clause represents sample language that meets the intent of 49 CFR Part 18.36(i)(13)

**Reference**

49 CFR Part 18.36  
Public Law 94-163

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

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## **BREACH OF CONTRACT TERMS**

### **Application**

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

### **Reference**

49 CFR Part 18.36

Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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## **RIGHTS TO INVENTIONS**

### **Application**

Incorporate into all procurement contracts that funded by AIP funds

### **Reference**

49 CFR Part 18.36(i)(8)

FAA Order 5100.38

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

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## **TRADE RESTRICTION CLAUSE**

### **Application**

Incorporate into all contracts funded by AIP.

### **Reference**

49 CFR Part 30.13

FAA Order 5100.38

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

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## **VETERAN'S PREFERENCE**

### **Application**

Incorporate into all construction contracts financed under the AIP program.

### **Reference**

Title 49 U.S.C. 47112(c)

Advisory Circular 150/5100-6d

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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## DAVIS BACON REQUIREMENTS

### Application

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

### Reference

29 CFR Part 5.5

Advisory Circular 150/5100-6d

#### 1. Minimum Wages

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

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits

where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written

request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration

may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual 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 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 paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the

full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

#### 5. Compliance With Copeland Act Requirements.

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

#### 6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

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**EQUAL EMPLOYMENT OPPORTUNITY**

**Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000

**Reference**

Executive Order 11246  
41 CFR Part 60 -1.4(b)  
AC 150/5100-15, Para. 22.a.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices should be placed within the solicitation for proposals. The actual certification should be incorporated in the contract agreement.

### **Reference**

Executive Order 11246  
41 CFR Part 60 -1.8  
AC 150/5100-15, Para. 22.b.

### **Notice to Prospective Federally Assisted Construction Contractors**

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

### **Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated

facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

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## **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2**

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. This notice should be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table listed all EA and SMSA and their associated minority goals. The 6.9% for female participation represents a national goal.

### **Reference**

Executive Order 11246  
41 CFR Parts 60 - 4  
AC 150/5100-15, Para. 22.c.

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	(Vol. 45 Federal Register pg. 65984 10/3/80)
Goals for female participation in each trade	(6.9%)

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall 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, 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 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 [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

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

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. This provision shall be included in the solicitation and the contract agreement.

### **Reference**

Executive Order 11246  
41 CFR Parts 60 – 4.3  
AC 150/5100-15, Para. 22.c.

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading

programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

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

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of

these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of

its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

## **TERMINATION OF CONTRACT**

### **Application**

Incorporate into all procurement contracts that funded by AIP funds that exceed \$10,000.

### **Reference**

49 CFR Part 18.36(i)(2)

FAA Order 5100.38

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
  - b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
  - c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
  - d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
  - e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**Application**

Incorporate into all contracts that exceed \$25,000, which funded under the AIP. Incorporate in all contracts for auditing services regardless of the contract amount.

**Reference**

49 CFR Part 29

FAA Order 5100.38

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

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

### **Application**

Incorporate into all construction contracts and subcontracts that exceed \$100,000 and are financed under the AIP program.

### **Reference**

29 CFR Part 5.5

Advisory Circular 150/5100-6d

#### **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) above, 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 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

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

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 any monies 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 above.

#### **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 section.

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

### **Application**

Incorporate in all contracts and subcontracts that exceed \$100,000.

### **Reference**

49 CFR Part 18.36(i)(12)

Section 306 of the Clean Air Act

Section 508 of the Clean Water Act

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that

a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

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END OF SECTION

The following contract conditions apply to this Contract in the event U.S. Department of Transportation (DOT) financial assistance is applied for. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

### **Executive Order 11246--Equal employment opportunity**

Source: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

#### **Part I--Nondiscrimination in Government Employment**

[Part I superseded by Executive Order 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

#### **Part II--Nondiscrimination in Employment by Government Contractors and Subcontractors**

Subpart A--Duties of the Secretary of Labor

Sec. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B--Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 by the contracting officer 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 or national origin. "

"(3) The contractor will send to each labor union or representative of workers with which he 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 Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. "

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. "

"(5) The contractor will furnish all information and reports required by Executive Order No. 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. "

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. "

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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."

[Sec. 202 amended by Executive Order 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor

union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by Executive Order 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684.; Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

#### Subpart C--Powers and Duties of the Secretary of Labor and the Contracting Agencies

Sec. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 207. The Secretary of Labor shall use his best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

#### Subpart D--Sanctions and Penalties

Sec. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### Subpart E--Certificates of Merit

Sec. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work

under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

Sec. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

Sec. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

### **Part III--Nondiscrimination Provisions in Federally Assisted Construction Contracts**

Sec. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for

any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

#### **Part IV—Miscellaneous**

Sec. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Sec. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

Sec. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby

abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by Executive Order 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

Sec. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

Sec. 405. This Order shall become effective thirty (30) days after the date of this Order

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## Presidential Documents

Executive Order 13202 of February 17, 2001

### Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

**Section 1.** To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

**Sec. 2.** Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

**Sec. 3.** To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

**Sec. 4.** In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

**Sec. 5.** (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

**Sec. 6.** (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

**Sec. 7.** With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

**Sec. 8.** As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

**Sec. 9.** The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

**Sec. 10.** The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

**Sec. 11.** This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforceable by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.



THE WHITE HOUSE,  
February 17, 2001

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## Presidential Documents

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Title 3—

Executive Order 13208 of April 6, 2001

The President

### **Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects**

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 5 of that order the following new subsection:

- (c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.



THE WHITE HOUSE,  
April 6, 2001.

[FR Doc. 01-9086  
Filed 4-10-01; 8:45 am]  
Billing code 3195-01-P

END OF SECTION



# US GENERAL SERVICES ADMINISTRATION

## NEW ENGLAND REGION (REGION 1)

### T.F.GREEN TSA BACK OFFICE RENOVATION

T.F.GREEN AIRPORT  
RHODE ISLAND AIRPORT CORPORATION  
2000 POST ROAD, WARWICK, RI 02886

100% SUBMISSION  
8/19/2013

BBIX, LLC  
Architects and Engineers  
10 High Street, Suite 402  
Boston, MA 02110  
Tel 617-951-2700  
Fax 617-951-2705

#### DEMOLITION NOTES

- DEMOLITION IS NOT SHOWN COMPREHENSIVELY AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE EXISTING CONSTRUCTION AS REQUIRED TO ACCOMPLISH THE WORK SHOWN OR REASONABLY IMPLIED.
- THE CONTRACTOR SHALL EXERCISE CARE SO THAT ONLY THE CONSTRUCTION INDICATED OR REASONABLY IMPLIED TO BE REMOVED SHALL BE DEMOLISHED.
- REMOVE CAREFULLY, WITH ATTENTION TO REUSE. ALL BUILDING COMPONENTS THAT ARE SPECIFICALLY DIRECTED TO BE RETAINED FOR REUSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION AND CONSTRUCTION DEBRIS GENERATED BY THE DEMOLITION WORK SHOWN TO LICENSED LANDFILL OR OTHER FACILITIES. CONTRACTOR TO DOCUMENT THE WASTE PATH TO FINAL DISPOSITION ON REQUEST OF TSA.
- WHERE EXISTING CONSTRUCTION OR EQUIPMENT HAS BEEN REMOVED, LEAVE CONDITIONS IN A MANNER SUITED TO RECONSTRUCTING NEW WORK OR INFILL WORK. DO NOT LEAVE CONDITIONS THAT REQUIRE FURTHER DEMOLITION PRIOR TO COMMENCING NEW CONSTRUCTION.
- THE SCOPE OF MECHANICAL, ELECTRICAL, AND PLUMBING/FIRE PROTECTION DEMOLITION IS NOT SHOWN COMPREHENSIVELY. THE ENTIRE SCOPE WILL BE THE AMOUNT OF LABOR AND MATERIALS REASONABLY IMPLIED BY THE ENTIRE INDICATED WORK. NO ELEMENTS SHOULD BE ABANDONED IN PLACE UNLESS DIRECTED BY TSA. ALL REMOVALS SHALL BE PERFORMED ACCORDING TO GOOD WORK PRACTICES AND THE APPLICABLE STATE AND NATIONAL MODEL CODES.
- THIS FACILITY IS TO REMAIN IN USE DURING THE PERIOD OF DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL SCHEDULE ALL INTERRUPTIONS OF UTILITIES WITH THE TSA AND GSA PROPERTY MANAGER. PRIOR TO ANY REQUIRED SHUTDOWN 48 HOURS NOTICE SHALL BE REQUIRED. THE CONTRACTOR SHALL PROTECT ALL EXISTING EQUIPMENT, FURNITURE AND SYSTEMS WHICH REMAIN IN USE.
- REMOVE INDICATED ELECTRICAL COMPONENTS ONLY AFTER THEY HAVE BEEN DEACTIVATED AND MADE SAFE BY A LICENSED ELECTRICIAN. REMOVE ALL INDICATED INTERIOR LIGHTING, SWITCHES, CONDUIT, WIRES, ANCHORS, BOXES, AND CIRCUIT PANELS AS PART OF THE WALLS OR CEILINGS THAT SUPPORT THEM.
- REMOVE ALL INDICATED PLUMBING FIXTURES, SUPPLY AND WASTE AND VENT PIPING, INCLUDING ALL VALVES AND RELATED FIXTURES. REMOVE PLUMBING COMPONENTS BACK TO INDICATED LOCATIONS AND PROVIDE TEMPORARY CAP. PROTECT WATER SERVICE PIPES FROM FREEZING. MAKE ALL SERVICES SAFE.
- REMOVE ALL DEBRIS AND STORED MATERIALS. COORDINATE WITH GSA FOR THOSE STORED MATERIALS TO BE RELOCATED.
- MAINTAIN ACCESS TO ALL EGRESS DOORS AND PROVIDE FOR FIRE SAFETY PER THE REQUIREMENTS OF THE LOCAL FIRE DEPARTMENT.
- DISASSEMBLE AS NECESSARY, AND DISPOSE OF OFFSITE. SYSTEMS/FURNISHINGS IN OFFICE AREAS 1 AND 2, ROOMS 103 AND 104 ON D100.

#### GENERAL NOTES

- THESE DRAWINGS REPRESENT THE EXISTING CONDITIONS AT THE PRESENT TIME. TO THE BEST OF OUR KNOWLEDGE, GIVEN THE LIMITS OF VISIBLE CONDITIONS, WITHOUT THE BENEFIT OF INVESTIGATIVE DEMOLITION OR SITE EXCAVATIONS.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND CLEARANCES OF BUILDING ELEMENTS PRIOR TO FABRICATION OR INSTALLATION. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE GSA BEFORE PROCEEDING.
- MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION WORK IS IMPLIED BY THE WORK SHOWN ON THE ARCHITECTURAL PLANS, REFLECTED CEILING PLANS, AND ELEVATIONS. GENERALLY THE WORK INCLUDES RELOCATING EXISTING MATERIALS, UNINSTALLING AND REINSTALLING CEILING ELEMENTS AND ELEMENTS EXPLICITLY SHOWN TO BE DELETED OR PROVIDED. ALL DISCREPANCIES ARE TO BE REPORTED TO THE GSA BEFORE PROCEEDING WITH THE WORK. FOR A CLARIFICATION BY THE GSA.
- WHERE WORK-IN-PLACE IS REJECTED OR OTHERWISE FOUND TO BE INCOMPLETE, INCONSISTENT WITH THE CONTRACT DOCUMENTS, OR OTHERWISE DEFICIENT, IT SHALL BE THE CONTRACTOR'S OPTION TO REMOVE THE REJECTED ELEMENT AND PROVIDE A COMPLETELY NEW ELEMENT, RATHER THAN ATTEMPT A REPAIR.
- ALL DEFICIENT ELEMENTS THAT ARE REPAIRED SHALL MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS COMPLETELY, AND THE CONTRACTOR SHALL WARRANT THAT REPAIRED WORK TO THE SATISFACTION OF THE OWNER.
- WHERE FINISH FLOORING IS TO BE PROVIDED AND INSTALLED, PERFORM THE REQUIRED PATCHING AND REPAIR TO MAKE THE SURFACE SMOOTH AND LEVEL. COMPLY WITH ALL FLOORING MANUFACTURERS RECOMMENDATIONS AND REQUIREMENTS. PROVIDE PRIMERS, SEALERS OR OTHER MATERIALS AS REQUIRED BY THE FLOORING MANUFACTURER. FOR APPLICATION TO EXISTING CONCRETE SLABS ON GRADE, CONSISTENT WITH OBSERVED FIELD CONDITIONS.
- PROVIDE 18GA. METAL COIL STOCK BLOCKING IN NEW GWB WALLS AS REQUIRED TO SUPPORT ALL WALL-MOUNTED EQUIPMENT AND ACCESSORIES SUCH AS, BUT NOT LIMITED TO, CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, AND TACKBOARDS, IN LOCATIONS DIRECTED BY TSA.
- WHERE COMPONENTS OF THE MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS ARE SHOWN TO DISTURB WORK-IN-PLACE, SUCH WORK SHALL BE REMOVED TO THE MINIMUM EXTENT NECESSARY TO ACCOMMODATE SUCH COMPONENTS, AND REPLACED UPON COMPLETION OF THE WORK IN A CONDITION EQUAL TO THAT BEFORE REMOVAL.
- CONSTRUCTION LIMIT LINES SHALL BE AS INDICATED ON THE DRAWINGS. HOWEVER, IN ORDER TO COMPLETE INDICATED WORK, THE CONTRACTOR MAY BE REQUIRED TO CARRY OUT WORK ADJACENT TO, BUT OUTSIDE INDICATED LIMITS. ALL BUILDING AND SITE ELEMENTS DAMAGED OR DISTURBED BY SUCH WORK SHALL BE RESTORED BY THE CONTRACTOR TO ORIGINAL CONDITION AT HIS COST.
- ACCESS PANELS IN WALLS OR CEILINGS FOR MECHANICAL AND ELECTRICAL WORK WHERE REQUIRED SHALL BE SUPPLIED BY MECHANICAL OR ELECTRICAL SUBCONTRACTOR AND SHALL BE INSTALLED BY SUBCONTRACTOR IN WHOSE WORK THEY OCCUR.
- UNLESS OTHERWISE INDICATED, ALL CEILING MOUNTED DEVICES TO BE INSTALLED IN THE CENTER OF THE CEILING TILE.
- ALL FINISHED CEILING HEIGHTS TO MATCH EXISTING UNLESS DIRECTED OTHERWISE BY THE TSA.
- DIMENSIONS TO PARTITIONS, WALLS, ETC. ARE GIVEN TYPICALLY TO FINISHED FACE. NEW PARTITIONS AND SURFACES WHICH ARE SHOWN TO ALIGN WITH EXISTING SURFACES ARE TO BE FINISHED TO FORM A CONTINUOUS SURFACE AS INDICATED.
- SEAL ALL PENETRATIONS OF INDICATED FIRE-RATED WALLS AND PARTITIONS. DUCTS THROUGH ALL SUCH WALLS SHALL HAVE FIRE DAMPERS WITH APPROPRIATE UL RATINGS AS REQUIRED BY CODE.
- WORK UNDER THIS CONTRACT IS TO INCLUDE THE RELOCATION OF EXISTING UTILITIES TO THE CONNECTION LOCATIONS SHOWN ON THE DRAWINGS. NO ADDITIONAL COSTS WILL BE CONSIDERED FOR EXTENDING UTILITIES TO MAKE A COMPLETE AND FUNCTIONING CODE-COMPLIANT SYSTEM.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE RHODE ISLAND STATE BUILDING CODE, LOCAL RULES OF THE CITY OF WARWICK, THE TSA, AND PBS-P100 "FACILITIES STANDARDS FOR THE PUBLIC BUILDINGS SERVICE" OF THE GSA.
- ALL EXIT AND ESCAPE FACILITIES SHALL BE CONTINUOUSLY MAINTAINED AT ALL TIMES DURING CONSTRUCTION. IN THE EVENT ANY REQUIRED EXIT MUST BE TEMPORARILY CLOSED, PROVIDE OTHER MEASURES AND OR MEANS WHICH WILL PROVIDE EQUIVALENT SAFETY.
- MAINTAIN FIRE RESISTIVE RATING OF WALLS WHERE SUCH ITEMS AS ELECTRICAL PANEL BOXES, FIRE EXTINGUISHER CABINETS, ETC. ARE BUILT INTO WALLS.
- FURNITURE SHOWN IS FOR REFERENCE ONLY. FURNITURE IS TO BE MANAGED BY TSA UNLESS OTHERWISE INDICATED.
- RIGGING OF EQUIPMENT INTO ITS FINAL LOCATION IS PART OF THE CONTRACT WORK. COORDINATE WITH TSA FOR THE INSTALLATION REQUIREMENTS OF THEIR EQUIPMENT.
- THE PROTECTION OF WORK-IN-PLACE SHALL INCLUDE BUT NOT BE LIMITED TO: TEMPORARY FLOOR AND WALL WRAPPING AND PADDING, BLOCKING, FLOOR COVERING, AND TEMPORARY SHORING REQUIRED FOR TRANSFERRING LOADS IN EXCESS OF THE DESIGNED FLOOR DEAD LOAD.

#### DUST CONTROL PROVISIONS

- THE FLOOR WILL REMAIN PARTIALLY OCCUPIED DURING DEMOLITION ACTIVITIES. DUST CONTROL PROVISIONS ARE REQUIRED TO ENSURE AGAINST MIGRATION OF ALL DUST AND DEMOLITION DEBRIS TO OCCUPIED SPACES.
- THE GC SHALL PROVIDE A DOUBLE CONTAINMENT POLY (MIN 6 MIL) AT ALL ENTRY AND EGRESS PATHS IN AND OUT OF THE LIMIT OF WORK AREA. REPLACE AS OFTEN AS NEEDED TO ENSURE AGAINST MIGRATION OF DUST AND CONSTRUCTION DEBRIS OUTSIDE OF THE WORK AREA. THE CONTRACTOR SHALL COMPLY WITH THE MARKING OF EGRESS IN ACCORDANCE WITH THE CODE REQUIREMENT THROUGHOUT THE DEMOLITION.
- THE GC SHALL ENSURE THAT HEPA FILTERS ARE PLACED ON ALL DUCTWORK EXHAUSTS OR RETURNS AND FILTER FABRIC IS PLACED OVER ALL SUPPLIES TO ENSURE NO DUST ENTERS THE AIRSTREAM OR IS RECIRCULATED TO PARTS OF THE BUILDING OUTSIDE OF THE WORK AREA.
- EXISTING AIR HANDLING EQUIPMENT SHALL BE WRAPPED IN FILTER FABRIC OR POLY BARRIERS TO KEEP DUST FROM CONSTRUCTION ACTIVITIES FROM COLLECTING ON OR IN THE UNITS.
- THE GC SHALL PROVIDE STEP-OFF PADS (TACK MATS) AT ALL ENTRY AND EGRESS PATHS IN AND OUT OF THE LIMIT OF WORK AREA. THE GC SHALL REPLACE THE POLY BARRIER AS OFTEN AS NEEDED, TO ENSURE AGAINST MIGRATION OF DUST AND CONSTRUCTION DEBRIS OUTSIDE OF THE WORK AREA.
- THE GC SHALL MAINTAIN A CLEAN AND SAFE WORK AREA THROUGHOUT THE PERIOD OF DEMOLITION. THE GC SHALL, AT THE END OF EACH WORK DAY, REMOVE ALL DEMOLITION DEBRIS AND HAZARDOUS AND POTENTIALLY DANGEROUS MATERIALS USED IN THE WORK.
- THE GC SHALL CLEAN THE EXTERIOR PUBLIC AREAS IMPACTED BY CONSTRUCTION DUST, DIRT AND DEBRIS ON A DAILY BASIS. THE GC SHALL BE RESPONSIBLE FOR ALL FEES, PERMITS, ETC., REQUIRED FOR WASTE DISPOSAL.

#### NOISE CONTROL PROVISIONS

- THE FLOOR WILL REMAIN PARTIALLY OCCUPIED DURING DEMOLITION ACTIVITIES. NOISE CONTROL PROVISIONS ARE REQUIRED TO ENSURE AGAINST DISTURBANCE OR DISRUPTION OF WORK ACTIVITIES OF THE TENANTS ON THIS FLOOR, AND THOSE ON THE FLOORS ABOVE AND BELOW.
- ANY PROPOSED INTERRUPTION TO TENANT OPERATIONS DURING DEMOLITION MUST HAVE PRIOR APPROVAL FROM THE GSA BUILDING MANAGER WITH A MINIMUM OF 72 HOURS ADVANCE NOTICE.
- THE DEMOLITION SUBCONTRACTOR SHALL ADOPT QUIETER TYPES OF DEMOLITION AS IS PRACTICE BY USING POWER TOOLS EQUIPPED WITH SILENCERS.
- THE GC SHALL COORDINATE REASONABLE HOURS OF WORKING FOR NOISY OPERATIONS WITH THE GSA BUILDING MANAGER. SOME WORK WILL HAVE TO BE DONE AFTER HOURS OR ON WEEKENDS.
- THE GC SHALL PROVIDE PROVISIONS TO ENSURE AGAINST SOUND AND VIBRATION NOISE TO TENANTS ON THIS FLOOR, AND THOSE ON THE FLOORS ABOVE AND BELOW.

#### GENERAL SECURITY PROCEDURES

IN ORDER TO ENSURE THAT THE WORK PROGRESSES WITHOUT DELAY THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL REQUIRED BADGES AND PASSES THAT ARE REQUIRED TO ACCESS TO THE NECESSARY AREAS OF THE FACILITY, ARE APPLIED FOR IN SUFFICIENT TIME TO ALLOW THE WORK TO PROCEED ON THE AGREED SCHEDULE.

NO CHANGES TO THE CONTRACT WILL BE ALLOWED FOR FAILURE TO OBTAIN REQUIRED SECURITY PASSES IN A TIMELY MANNER.

PASSES WILL BE REQUIRED FOR ALL ACTIVITIES WITHIN THE AIRPORT INCLUDING BUT NOT LIMITED TO:  
-DELIVERIES, INCLUDING DRIVERS AND LABORERS  
-DELIVERY OR PICKUP OF MATERIALS, INCLUDING DUMPSTERS  
-ACCESS FOR CONSTRUCTION ACTIVITIES

DELIVERY PROCEDURES WILL BE PROVIDED BY TSA AND MUST BE FOLLOWED FOR ALL DELIVERIES.

BACKGROUND CHECKS AND SECURITY CLEARANCES ARE REQUIRED FOR ALL PERSONNEL, NO EXCEPTIONS

DUMPSTER RULES:  
-COVERS IN OR OUTSIDE OF THE SECURED AREAS  
-DUMPSTER MUST BE COVERED AT ALL TIMES TO PREVENT DEBRIS FROM BLOWING OUT OF THE CONTAINER AND BECOMING A HAZARD TO VEHICLES AND AIRCRAFT.

-LOCATION OF DUMPSTERS WILL BE REMOTE FROM THE WORKSITE AND THE LOCATION WILL BE PER THE DIRECTION OF THE TSA/GSA.

DRAWING LIST	
SHEET NO.	DRAWING TITLE
G000	COVER SHEET
D100	DEMOLITION PLAN
A100	EXISTING PLAN
A101	FLOOR PLAN
A102	REFLECTED CEILING PLAN
A103	FLOOR FINISH PLAN
M100	MECHANICAL CEILING PLAN
E100	ELECTRICAL / DATA PLAN

#### TSA CONTRACTOR RULES AND REQUIREMENTS

TSA REQUIREMENTS:  
THE GENERAL CONTRACTOR AND AT LEAST 2 OTHER PROJECT CONTRACTORS MUST BE SIDA BADGED BY THE AIRPORT. ALL BADGED CONTRACTORS WILL HAVE ESCORT PRIVILEGES. EACH SIDA BADGE WILL COST THE CONTRACTOR \$30. A PORTION OF WHICH MAY BE RETURNED TO THE CONTRACTOR UPON RETURN OF THE BADGE AFTER THE PROJECT IS COMPLETE.

SIDA-BADGED CONTRACTORS WILL ENSURE THAT ALL OF THEIR SUBCONTRACTORS FOLLOW ALL AIRPORT ESCORT RULES WHILE AT THE AIRPORT, TO INCLUDE REST BREAKS AND LUNCH BREAKS.

ALL SUBCONTRACTORS WILL REQUIRE A BACKGROUND CHECK PRIOR TO BEING ISSUED AN AIRPORT VISITOR BADGE.

NO TSA EMPLOYEES WILL BE AVAILABLE TO ESCORT CONTRACTORS DURING THE ENTIRE CONSTRUCTION PERIOD.

NO SUPPLIES WILL BE STORED OUTSIDE OF THE BUILDING.

ALL CONSTRUCTION DEBRIS MUST BE REMOVED FROM THE CONSTRUCTION AREA EACH DAY.

ALL TOOLS LEFT AT THE SITE MUST BE IN A LOCKED JOBSITE BOX. THE LOCATION OF THE JOBSITE BOX MUST BE COORDINATED WITH THE AIRPORT AND TSA.

IF A DUMPSTER USED BY CONTRACTORS FOR THIS PROJECT, THAT DUMPSTER MUST BE COVERED WITH A TARP AT ALL TIMES.

CONTRACTORS MAY NOT ENTER AN AREA STILL IN USE BY TSA WITHOUT PERMISSION.

ANY TEMPORARY ELECTRICAL SHUT DOWN MUST BE COORDINATED WITH TSA PRIOR TO SWITCHING OFF A CIRCUIT.

ANY CIRCUIT BREAKER TEST MUST BE COORDINATED WITH TSA PRIOR TO SWITCHING OFF A BREAKER.

ANY POWER ACTUATED TOOL (RAMSET, PASS ODE, HIT, ETC.) MUST BE COORDINATED WITH TSA PRIOR TO USE.

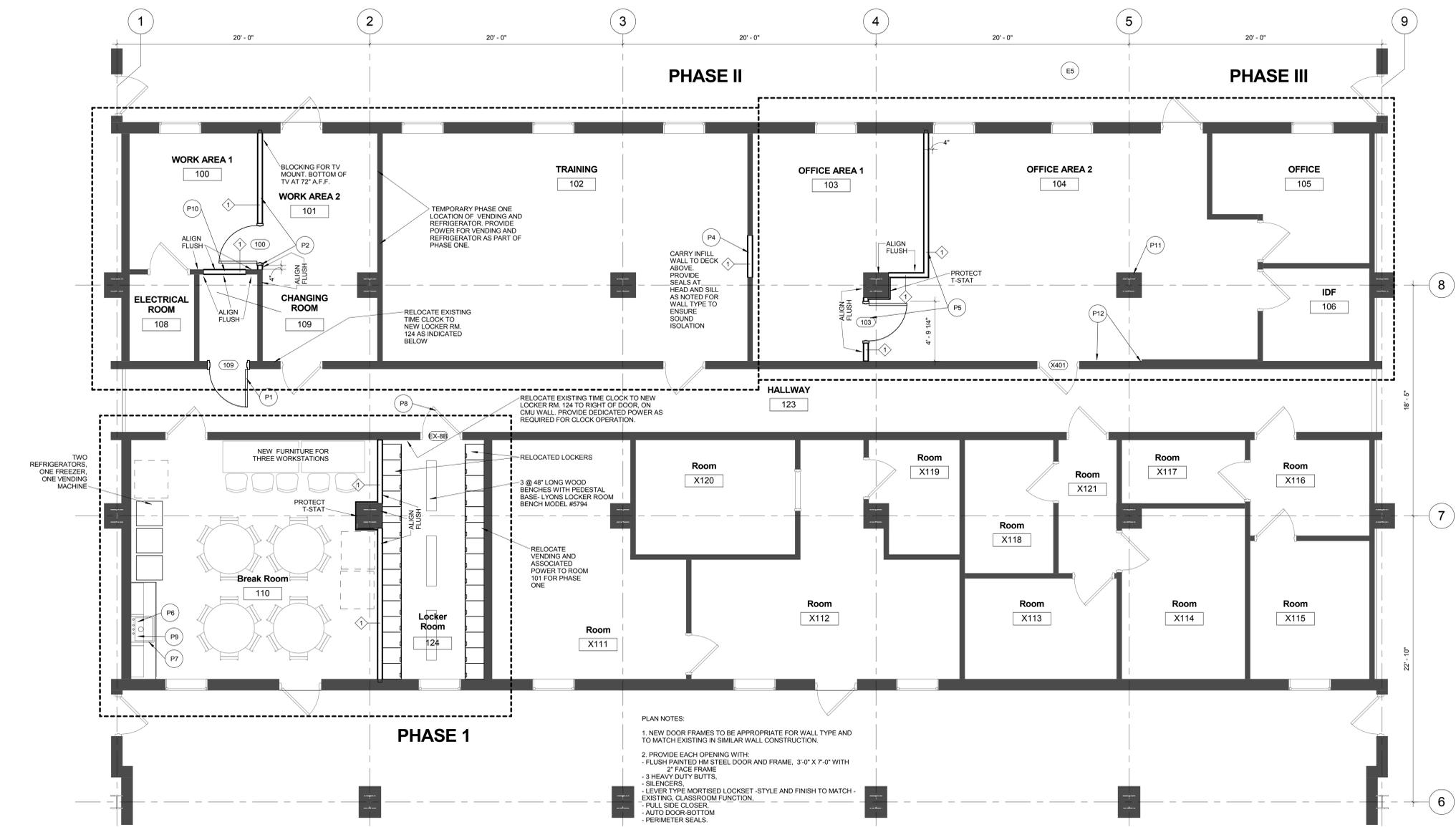
ANY WORK PERFORMED AFTER 6:00PM OR BEFORE 4:00 AM MUST BE COORDINATED WITH TSA.

EVERY SUBCONTRACTOR MUST MAINTAIN AN INVENTORY LIST OF TOOLS BROUGHT INTO THE AIRPORT EACH DAY. UPON REQUEST, THE INVENTORY LIST MUST BE PRODUCED, AND EVERY TOOL ON THE LIST MUST BE PRODUCED.

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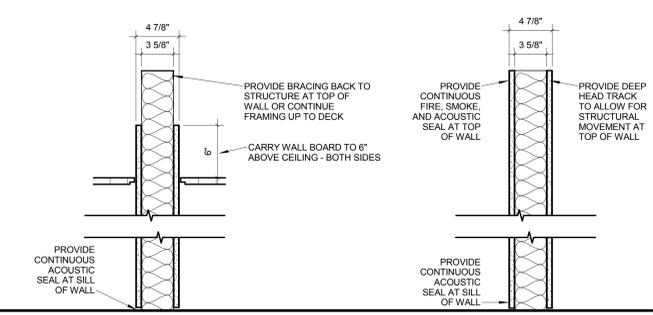






- PLAN NOTES**
1. NEW DOOR FRAMES TO BE APPROPRIATE FOR WALL TYPE AND TO MATCH EXISTING IN SIMILAR WALL CONSTRUCTION.
  2. PROVIDE EACH OPENING WITH:
    - FLUSH PAINTED HM STEEL DOOR AND FRAME, 3'-0" X 7'-0" WITH 2" FACE FRAME
    - 3 HEAVY DUTY BUTTS, SILENCERS.
    - LEVER TYPE MORTISED LOCKSET-STYLE AND FINISH TO MATCH EXISTING CLASSROOM FUNCTION.
    - PULL SIDE CLOSER.
    - AUTO DOOR-BOTTOM PERIMETER SEALS.
  3. PROVIDE ROTON CONTINUOUS HINGE AT EXISTING DOOR TO LOCKER RM. 124. DOOR EX-88

**1 021 ARCH NEW PLAN -ALL PHASES**  
1/4" = 1'-0"



**WALL-TYPE 1**  
3 5/8" STEEL STUD AT 16° C. FROM FLOOR TO STRUCTURE ABOVE.  
1 LAYER OF 5/8" GWB, EACH SIDE. SEALED AT ALL PENETRATIONS FOR SMOKE CONTROL AND ACOUSTIC ISOLATION. PROVIDE 3" MIN. ACOUSTIC BATT INSULATION IN STUD CAVITY. CARRY WALL BOARD UP TO DECK AT ALL RATED PARTITIONS.  
UL DESIGN U407 1/2 HR - STC 49 BASED ON USG DESIGN SA-870717

**2 PARTITION TYPES**  
1 1/2" = 1'-0"

TAG NO.	LEGEND - PLAN NOTES DESCRIPTION
P1	INSTALL NEW DOOR WITH CYPHER LOCK AND DEADBOLT FUNCTION FROM RM. 109
P2	INSTALL WALL, DOOR FRAME AND DOOR AT RM. 100
P4	FILL IN WALL WHERE DOOR FRAME WAS REMOVED. EXTEND INFILL TO DECK ABOVE
P5	INSTALL WALL, DOOR FRAME, DOOR, AND HARDWARE AT RM 103
P6	PROVIDE INSTA-HOT ELETRIC POINT-OF-USE INSTANT HOT WATER UNDER COUNTER, IN SINK BASE CABINET FOR SINK. CONTRACTOR PROVIDED INSTANT HOT WATER HEATER SHALL BE 240 VOLTS CAPABLE OF PRODUCING A MAXIMUM FLOW OF APPROXIMATELY 2.5 GALLONS PER MINUTE
P7	PROVIDE NEW SOLID SURFACE COUNTERTOP WITH BACKSPASH
P8	INSTALL NEW CYPHER LOCK AND CONTINUOUS ROTON HINGE IN EXISTING DOOR, FROM HALL.
P9	PROVIDE NEW SINGLE BOWL SINK, STRAINER, TRAP, TAILPIECE, AND COMMERCIAL GRADE FAUCET SET
P10	FILL IN WALL WHERE DOOR FRAME WAS REMOVED. FLUSH WITH ADJACENT WALL SURFACES.
P11	REBUILD COLUMN ENCLOSURE. MINIMIZE DIMENSIONS.
P12	REPLACE 50 SQUARE FEET OF WALLBOARD, INFILL WHERE WALLS WERE REMOVED.

**LYON LOCKER SOLUTIONS**

**Locker Room Benches**

- All Aluminum Locker Room Benches
  - Sleek, new contemporary design
  - Lightweight, corrosion resistant anodized aluminum bench and pedestals meet virtually any requirement for strength and durability
  - Easy to maintain 1/2" x 3/8" bench slats have safety rounded edges and center braces for comfortable seating
  - Optional rubber feet and/or concrete wedge anchors
  - Note: Each pedestal shall be attached to top by screws and shall be anchored to floor by suitable anchors.
- Hardwood and Plastic Laminate Top Locker Room Benches
  - Selected hardwoods or smooth plastic laminate deliver strength and beauty
  - Lightweight, anodized aluminum or painted steel pedestals
  - Painted steel pedestals are stocked in Dove Gray and Putty
  - Eight different sizes, from 18" to 72" in length deliver all the versatility, styling and performance required
  - Note: Each pedestal shall be attached to top by screws and shall be anchored to floor by suitable anchors.

Description	Size (W x D x H)	Cat. No.
3-Pk. Bench w/ 2 pedestals	22" x 30" x 18"	5824
3-Pk. Bench w/ 2 pedestals	30" x 30" x 18"	5825
3-Pk. Bench w/ 2 pedestals	38" x 30" x 18"	5826
3-Pk. Bench w/ 2 pedestals	46" x 30" x 18"	5827
3-Pk. Bench w/ 2 pedestals	54" x 30" x 18"	5790
3-Pk. Bench w/ 2 pedestals	62" x 30" x 18"	5791
3-Pk. Bench w/ 2 pedestals	70" x 30" x 18"	5810
3-Pk. Bench w/ 2 pedestals	78" x 30" x 18"	5811
3-Pk. Bench w/ 2 pedestals	86" x 30" x 18"	5812
3-Pk. Bench w/ 2 pedestals	94" x 30" x 18"	5813
6-Pk. Bench w/ 2 pedestals	22" x 30" x 18"	5815
6-Pk. Bench w/ 2 pedestals	30" x 30" x 18"	5817
Steel Pedestals only (2-pk)	N/A	5818-2
Steel Pedestals only (2-pk)	N/A	5818-3
Hardwood on Painted Steel Pedestals		
3-Pk. Bench w/ 2 pedestals	22" x 30" x 18"	5792
3-Pk. Bench w/ 2 pedestals	30" x 30" x 18"	5793
3-Pk. Bench w/ 2 pedestals	38" x 30" x 18"	5794
3-Pk. Bench w/ 2 pedestals	46" x 30" x 18"	5795
3-Pk. Bench w/ 2 pedestals	54" x 30" x 18"	5796
3-Pk. Bench w/ 2 pedestals	62" x 30" x 18"	5797
3-Pk. Bench w/ 2 pedestals	70" x 30" x 18"	5798
3-Pk. Bench w/ 2 pedestals	78" x 30" x 18"	5799
3-Pk. Bench w/ 2 pedestals	86" x 30" x 18"	5799
3-Pk. Bench w/ 2 pedestals	94" x 30" x 18"	5799

**Accessories and Hardware**

- Rubber Feet: 1/2" x 1/2" x 1/2" aluminum pedestal height. Clear/white. No. 5822-4 4-pk.
- Aluminum Pedestals: Pedestals are 18" high. No. 5820-2 2-pk. No. 5820-3 3-pk. (Shown with optional rubber feet)
- Concrete Wedge Anchors: For aluminum pedestals are 1/2" x 3/4" x 3/4". No. 5823-4 4-pk. No. 5823-6 6-pk.

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MARK	DATE	DESCRIPTION
1	2/19/13	TSA COMMENTS 2/15/13

**CONTRACTORS**  
A/E CON. NO. GS-02P-09-BW-D-0037  
A/E TASK NO.  
CONS. CONTR.  
CONS. WORK  
PRIME A/E BBIX, L.L.C.  
SUB A/E  
CONSTR. CON.

**BUILDINGS**  
NAME T.F. GREEN AIRPORT  
STREET RHODE ISLAND AIRPORT CORPORATION  
CITY / ST. / ZIP 2000 POST ROAD, WARWICK, RI 02886  
BUILDING NO.  
OTHER BUILDING NOS.  
FACILITY CODE

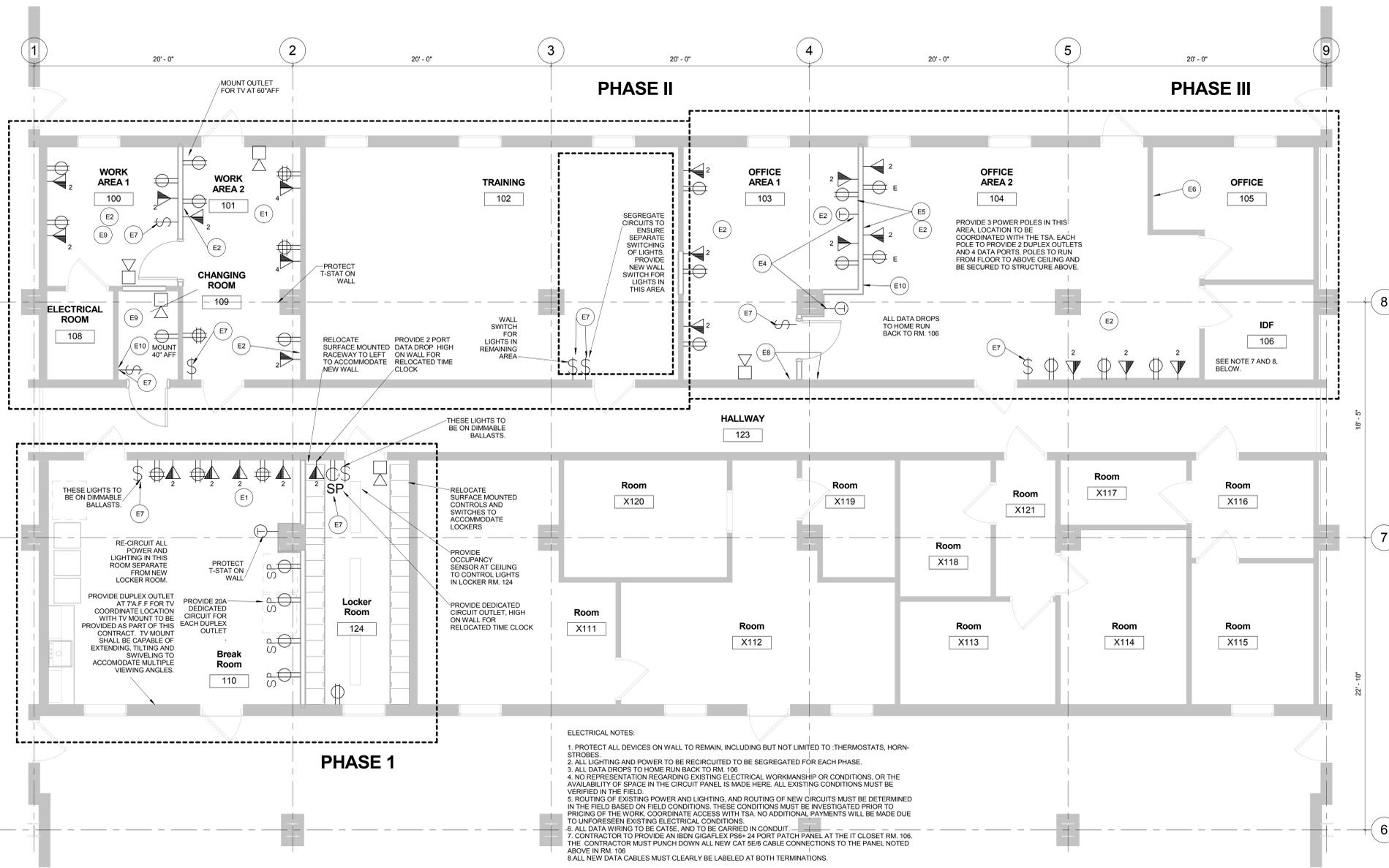
**PROJECT**  
PROJECT TITLE T.F. GREEN TSA BACK OFFICE RENOVATION  
PROJECT NO.  
GSA PM DAVID HALL COTR/PM  
SUBMISSION 100% SUBMISSION  
SUB. DATE 8/19/2013  
DRAWING TITLE FLOOR PLAN  
FILE NAME  
FLOOR NO.  
DRAWN BY JDM  
CHECKED BY ARS  
DISCIPLINE SHEET TYPE SEQUENCE

**DRAWING**  
A101



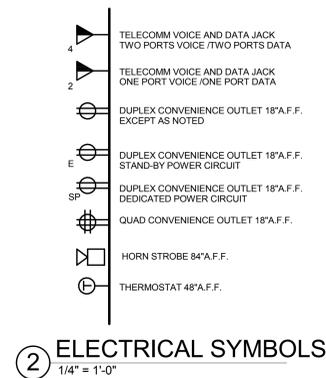






**1 POWER AND TELECOMM PLAN**  
1/4" = 1'-0"

LEGEND - ELECTRICAL NOTES	
TAG NO.	DESCRIPTION
E1	INSTALL QUAD ELECTRICAL OUTLETS AND DATA PORTS (CAT 5E)
E2	INSTALL DUPLEX POWER OUTLETS AND CAT 5E PORTS
E4	RELOCATE EXISTING THERMOSTAT FROM COLUMN TO WALL
E5	PROVIDE DUPLEX POWER OUTLETS ON EACH SIDE OF WALL FROM EXISTING CIRCUITS
E6	REPLACE INACTIVE THERMOSTAT WITH NEW
E7	RE-CIRCUIT LIGHTS AND PROVIDE DEDICATED SWITCH FOR THIS SPACE
E8	REMOVE WIREMOLD AND RECONFIGURE TO ACCOMMODATE NEW WALL. PROVIDE ADDITIONAL CIRCUIT TO POWER EACH SIDE.
E9	PROVIDE ADDITIONAL LIGHT FIXTURE, MATCH EXISTING.
E10	PROVIDE DUPRESS SYSTEM SENTROL MODEL 3045 WITH I1381 CORRIDOR LIGHT OR EQUAL. PANIC SWITCH TO BE MOUNTED IN ROOM 109. LIGHT TO BE MOUNTED IN NEW ROOM 104.



**2 ELECTRICAL SYMBOLS**  
1/4" = 1'-0"

**BELDEN** COPPERMedia  
**DATA Sheet**

**GigaFlex P56+ Patch Panel**

The GigaFlex P56+ Patch Panel is a fully loaded patch panel using black GigaFlex P56+ Modules. The unmatched performance of the GigaFlex P56+ Module exceeds all parameters specified in the Category 6 standard with transmission performance providing the highest bit rate for UTP cabling in the industry. All performance characteristics including NEXT, NEXT attenuation and return loss have been set to guarantee performance up to 300 MHz.

The GigaFlex P56+ Patch Panel completes the Belden IBDN System 2400 and the Belden IBDN System 4800X product lines with high performance factory assembled patch panel solutions.

**Features & Benefits**

- Usable bandwidth of up to 300 MHz guarantees extra overhead beyond Category 6 standard
- Unmatched transmission performance supporting data rates of up to 4.8 Gbps providing the highest bit rate for UTP cabling in the industry
- Modules are truly backward compatible with Cat 5e to protect cabling investment
- Modules are based on patent-pending Encapsulated Lead Frame Technology providing long term reliability and stability
- Easy to read 568A/B color scheme prevents termination errors
- Panels are available in 24 and 48-port configurations for greater design flexibility and optimization of rack installation
- Robust and installer-friendly design to reduce installation and operating costs

**Applications**

- Horizontal distribution or equipment terminations in Telecommunications Rooms
- Interconnection terminations in consolidation points.

**Technical specifications**

- Dimensions (H x W x D):
  - 1U panel, 24-port (without modules): 45 x 483 x 13 mm (1.75 x 19 x 0.5 in.)
  - 2U panel, 48-port (without modules): 90 x 483 x 13 mm (3.5 x 19 x 0.5 in.)
- Material: Panel: steel, 16 gauge, textured powder paint finish, black  
Module holder: fire-retardant plastic, UL94V-0, black.

**BELDEN** COPPERMedia  
**DATA Sheet**

**GigaFlex P56+ Patch Panel**

**Transmission Characteristics**

- Exceeds ANSI/TIA/EIA-568-B Category 6 standard

**Installation tips**

- Plan the telecommunications room layout prior to patch panel installation
- Allow for future expansion when planning patch panel installation
- Use patch cord management accessories when frequent moves, additions and changes are expected
- Label each port carefully for future reference and ease of location
- Use GigaFlex tool to terminate.

**Ordering Information**

UNIT	COLOR	PRODUCT CODE	ORDERING NUMBER
1U, 24-port	Black	NXPFG102483	AX101611
1U, 24-port	Gray	NXPFG102480	AX101612
2U, 48-port	Black	NXPFG204883	AX101613
2U, 48-port	Gray	NXPFG204880	AX101614

**For More Information**

For any other product information call: 1-800-BELDEN-1 or visit us at [www.belden.com](http://www.belden.com)

All information is subject to change without notice, since Belden reserves the right to change its products as progress in engineering and manufacturing methods or other circumstances may warrant.

CERTIFICATIONS

KEY PLAN

MARK	DATE	DESCRIPTION
1	2/19/13	TSA COMMENTS 2/15/13

REVISION NOTES

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CONTRACTORS	A/E CON. NO. GS-02P-09-BW-D-0037
	A/E TASK NO.
	CONS. CONTR.
	CONS. WORK
	PRIME A/E BBIX, L.L.C.
	SUB A/E
	CONSTR. CON.
BUILDINGS	NAME T.F. GREEN AIRPORT
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	CITY / ST. / ZIP 2000 POST ROAD, WARWICK, RI 02886
	BUILDING NO.
	OTHER BUILDING NOS.
	FACILITY CODE
PROJECT	T.F. GREEN TSA BACK OFFICE RENOVATION
	PROJECT #
	DAVID HALL COTR/PM
	100% SUBMISSION
	8/19/2013
	ELECTRICAL / DATA PLAN
	FILE NAME
	FLOOR NO.
	JDM
	ARS
	SHEET SIZE: 30x42
	<b>E100</b>
	DISCIPLINE SHEET TYPE SEQUENCE