CONTRACT AGREEMENT

THE STATE OF TEXAS

COUNTIES OF DALLAS/TARRANT

THIS CONTRACT dated the __________ and effective when signed by all parties, is entered into by
the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, a public body, established under the laws
of the State of Texas and hereunto duly authorized by contract between the CITY OF DALLAS, a municipal
corporation of Dallas County, Texas, and the CITY OF FORT WORTH, a municipal corporation of Tarrant County,
Texas, herein called "Board", and NAME OF CONTRACTOR a STATE OF INCORPORATION OR
REGISTRATION KIND OF BUSINESS, with offices at ADDRESS OF CONTRACTOR herein called "Contractor".

WITNESSETH

1. CONTRACT AMOUNT

That for and in consideration of the payments and agreement hereinafter mentioned to be made and
performed by the Board, the Contractor hereby agrees with the Board to commence and complete the
construction of certain improvements herein referred to as the "Work" as further defined herein as follows:
"Northeast End Around Taxiway Package II " Project, for the amount of CONTRACT AMOUNT SPELLED IN
WORDS ($CONTRACT AMOUNT NUMERICAL). The actual amount due the Contractor for the Work shall be
determined in accordance with the Contract Documents.

2. COMMENCEMENT OF WORK

The Contractor hereby agrees and binds himself to commence the construction of the Work within ten
(10) calendar days of the date set forth in the written Notice to Proceed, diligently proceed with the Work, and
complete the Work within the specified four hundred and fifty (450) consecutive calendar days of the date set
forth in the Notice To Proceed for Substantial Completion with an additional one hundred and twenty (120)
consecutive calendar days for Final Completion, for a total of five hundred and seventy (570) consecutive
calendar days.

3. SURETY BOND

The Contractor agrees, that within ten (10) days after Notice of Award, and before beginning the Work, to
make, execute, and deliver to the BOARD, a good and sufficient Surety Bond for the faithful performance of the
terms and stipulations of the Contract, and agrees to make, execute, and deliver to the BOARD a good and
sufficient Surety Bond as a guarantee that he will pay in full all bills and accounts for materials and labor used in
the construction of the Work as provided by law in accordance with the BOARD's requirements set forth in
"Contract". The Surety Company shall be a Surety company duly and legally authorized to do business in the
State of Texas and acceptable to the BOARD.

4. VENUE

It is mutually agreed and understood that this agreement is made and entered into by the parties hereto in
accordance with the existing laws of the State of Texas with reference to and governing all matters affecting this
Contract, and the Contractor agrees to fully comply with all the provisions of the same. Venue of any action
brought under this Contract shall lie in Dallas or Tarrant County exclusively.

5. ENTIRE AGREEMENT/ORDER OF PRECEDENCE/CONFLICT

This Contract, the documents issued hereunder, and the accompanying Special Provisions, General
Provisions, Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, Technical
Specifications, Plans, Addenda, Bid Documents, any required Performance Bond and Payment Bond and any
required Insurance Certificates as identified on Attachment A hereeto and other instruments specifically referred to herein constitute the entire agreement between the parties, and no prior or contemporaneous written or oral agreement exists now which can be deemed to alter the provisions hereof. If there is a conflict between any of the documents constituting the Contract, Exhibit 8 – Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors will take precedence.

6. EXECUTION OF AGREEMENT

EXECUTED on behalf of the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD as duly authorized by Resolution No. xxx-xx-xxx of said BOARD, approved on ________ specifying the payment of the consideration herein provided from the account of the Joint Airport Fund designated in said Resolution, and on behalf of CONTRACTOR FIRM NAME by the duly authorized officer whose name is subscribed below.

Contractor: CONTRACTOR FIRM NAME

________________________________________

Typed Name Title

Approved As To Form:

________________________________________

LEGAL COUNSEL TO THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Dallas/Fort Worth International Airport Board:

________________________________________

AUTHORIZED REPRESENTATIVE
PROCUREMENT AND MATERIALS MANAGEMENT
ATTACHMENT A
SCHEDULE OF CONTRACT PROVISIONS, PLANS,
SPECIFICATIONS, ADDENDA AND OTHER ITEMS

Specifications:

Incorporated into Contract No. 9500642 are the Technical Specifications titled Northeast End Around Taxiway Package II, prepared by ______ issued on______.

Plans:

Incorporated into Contract No. 9500642 are the Plans titled Northeast End Around Taxiway Package II, prepared by ______ issued on______.

Addenda: (Incorporated into Contract by Reference)

Addendum No. 1 issued _________, 20xx.
Addendum No. 2 issued _________, 20xx.
Addendum No. 3 issued _________, 20xx.
Addendum No. 4 issued _________, 20xx.

Exhibits:

Exhibit 1 – Performance Bond
Exhibit 2 – Payment Bond
Exhibit 3 – Bid Detail – Appendix 1
Exhibit 4 – Insurance Certificates
Exhibit 5 – Special Provisions
Exhibit 6 – General Provisions
Exhibit 7 – Technical Specifications & Plans
Exhibit 8 – Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
Exhibit A – Insurance Requirements (ROCIP 2.0)
Exhibit B – D/S/M/WBE Special Contract Provisions
Exhibit 1 – PERFORMANCE BOND

THE STATE OF TEXAS  )
COUNTY OF DALLAS AND  )
COUNTY OF TARRANT  )

KNOW ALL MEN BY THESE PRESENTS: That ______________________, hereinafter called Principal, and ______________________, a corporation organized and existing under the laws of the State of ______________________ and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the Dallas/Fort Worth International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth, municipal corporations organized and existing under the laws of the State of Texas, hereinafter called Board, in the penal sum of ______________________ DOLLARS ($______________________________) in lawful money of the United States, to be paid in Dallas County or Tarrant County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order which increases the Contract price, but in no event shall a Change Order which reduces the Contract price decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract designated as Contract Number 9500642, with the Dallas/Fort Worth International Airport Board, the Board, dated ___________, a copy of which is hereto attached and made a part hereof, for the "Northeast End Around Taxiway Package II" Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract in accordance with the plans, specifications, and Contract documents during the original term thereof and any extension thereof which may be granted by the Board, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Board; and, if the Principal shall fully indemnify and save harmless the Board from all costs and damages which Board may suffer by reason of failure to so perform herein and shall fully reimburse and repay Board all outlay and expense which the Board may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Provided further, that if any legal action be filed upon this Bond, venue shall lie in Tarrant or Dallas County, State of Texas.

And provided further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and Payment Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas or Tarrant County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.
IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this the ___________.

Principal:

BY: __________________________________________
Typed Name Title

Surety:

BY: __________________________________________
Typed Name Title

The Resident Agent of the Surety in Dallas or Tarrant County, Texas, for delivery of notice and service of process is:

NAME:___________________________________________
STREET ADDRESS:__________________________________
PHONE NUMBER:__________________________________

(Note: Date of Performance Bond must be date of Contract. If Resident Agent is a corporation, give a person's name.)
Exhibit 2 – PAYMENT BOND

THE STATE OF TEXAS  )
COUNTY OF DALLAS AND  )
COUNTY OF TARRANT  )

KNOW ALL MEN BY THESE PRESENTS: That ,
of , hereinafter called Principal, and
a corporation organized and existing under the laws of the State of ___________________ and fully
authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the
Dallas/Fort Worth International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth,
municipal corporations organized and existing under the laws of the State of Texas, hereinafter called
Board, in the penal sum of ___________________ DOLLARS ($______________________________) in lawful money of the United States, to be paid in
Dallas County or Tarrant County, Texas, for the payment of which sum well and truly to be made, we
hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. This Bond shall automatically be increased by the amount of any Change Order which
increases the Contract price, but in no event shall a Change Order which reduces the Contract price
decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:
Whereas, the Principal entered into a certain Contract designated as Contract Number 9500642 with the
Dallas/Fort Worth International Airport Board, the Board, dated the __________, a copy of which is hereto
attached and made a part hereof, for the "Northeast End Around Taxiway Package II" Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties and make
prompt payment to all persons, firms, subcontractors, corporations, and claimants supplying labor and/or
materials in the prosecution of the Work provided for in said Contract and any and all duly authorized
modifications of said Contract that may hereafter be made, notice of which modification to the Surety is
hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Tarrant or
Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees
that no change, extension of time, alteration, or addition to Contract, or to the Work performed thereunder,
or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligations
on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition
to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and
Payment Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident
Agent in Dallas or Tarrant County to whom any requisite notices may be delivered and on whom service of
process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance
Code, Vernon's Annotated Civil Statutes of the State of Texas.
IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the ________.

Principal:

__________________________________

BY: ________________________________

Typed Name Title

Surety:

__________________________________

By: ________________________________

Typed Name Title

The Resident Agent of the Surety in Dallas or Tarrant County, Texas, for delivery of notice and service of process is:

NAME: ________________________________

STREET ADDRESS: ________________________________

PHONE NUMBER: ________________________________

(Note: Date of Payment Bond must be date of Contract. If Resident Agent is a corporation, give a person’s name.)
Exhibit 3 – Bid Detail (Appendix 1)
Exhibit 4 – Insurance Certificates

Insert Insurance Certificates here
Exhibit 5 – Special Provisions
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1.0 LIQUIDATED DAMAGES – CONSTRUCTION

A. If the Contractor fails to reopen a closed runway, taxiway, or taxilane according to the schedules provided in the specifications, the Contractor shall pay the OWNER, or the OWNER will deduct payments due under this contract or any other contract with the OWNER, as liquidated damages, the sum of ONE THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($1,500.00) for each hour of delay, or any part thereof.

B. Contractor agrees to complete the construction of the Project in accordance with the agreed upon Project Schedule, Substantial Completion Date and Final Completion Date.

C. If Contractor fails to achieve milestones as defined in the Technical Specifications, Contractor must pay liquidated damages as detailed below:
   1. Milestone 1 / Phase 3, Work Areas F, G and L - $12,000 per day
   2. Milestone 2 / Phase 4, Work Areas H and K - $12,000 per day

D. If Contractor fails to achieve Substantial Completion on or before the Substantial Completion Date, Contractor must pay $17,000.00 per Day for each Day that Contractor fails to achieve Substantial Completion.

E. Both Contractor and DFW acknowledge that it is difficult and/or impossible to ascertain the precise amount of damages resulting to DFW from Contractor's failure to achieve Substantial Completion by the Substantial Completion Date. Accordingly, DFW and Contractor agree that the amounts set forth in this Clause represent a fair and reasonable estimate of potential damages and constitute liquidated damages and not a penalty.

F. The liquidated damages potentially assessable under this Clause apply only to Contractor's failure to meet the Substantial Completion Date and do not apply to any other breaches of the Agreement Documents by Contractor, all such breaches being the subject of separate, independent remedies under the Agreement Documents and Applicable Law. The Parties further agree, however, that, in addition to liquidated damages, DFW may exercise against Contractor any other right or remedy (other than additional damages) available under the Agreement Documents or Applicable Law for Contractor's failure to meet the Substantial Completion Date.

G. The Parties agree that the per diem liquidated damages amount of $17,000.00 is a reasonable forecast of per diem damages that DFW might ultimately suffer as a result of Contractor's failure to meet the Substantial Completion Date and that such liquidated damages are not disproportionate to potential actual damages.

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

(UPDATED 04/27/19)

Refer to Exhibit B – Disadvantaged Business Enterprise (DBE) Special Contract Provisions for specific goals and compliance requirements.

3.0 INSURANCE PROVISIONS

Refer to Exhibit A (attached), for Insurance Requirements, Rolling Owner Controlled Insurance Program 2.0 R/OCIP Manual, and Construction Safety and Health Guidelines.

4.0 INSPECTION OF CONSTRUCTION

A. The word “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the OWNER. The OWNER shall have the right to witness all tests performed by the Contractor. Tests performed by the Contractor are all tests to ensure compliance with the Contract document over and above the testing performed by the OWNER. The OWNER shall have the right to approve all tests including approval of test procedures and test conditions to assure compliance with the Contract Documents.

C. The Work shall be conducted under the general observation of the OWNER and is subject to inspection and test by the OWNER at all places and at all reasonable times before Final Acceptance to ensure strict compliance with the Contract Documents. Inspections and tests by the OWNER are for the sole benefit of the OWNER and do not:
   1. Relieve the Contractor of responsibility for providing adequate quality control measures;
   2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
   3. Constitute or imply acceptance; or
   4. Affect the continuing rights of the OWNER after acceptance of the completed work under paragraph (I) below.

D. The presence or absence of an Authorized Representative of the OWNER does not relieve the Contractor from any Contract requirement, nor may any Contract requirements be changed without the OWNER’s written authorization.

E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the OWNER. The OWNER’s authorized Materials Testing and Inspection Laboratory will charge to the Contractor and Contractor agrees to pay any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The OWNER will perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Specifications. The OWNER will perform all tests described and identified in the Specifications except those specifically identified to be performed by the Contractor.

F. The Contractor shall, without charge, replace or correct work found by the OWNER not to conform to the Contract requirements unless the OWNER consents to accept the nonconforming work with an appropriate adjustment in the Contract Amount. The Contractor shall promptly segregate and remove rejected material from the premises.

G. If the Contractor does not promptly replace or correct rejected Work, the OWNER may (1) by contract or otherwise, replace or correct the Work and charge the cost to the Contractor, or (2) terminate for default the Contractor’s right to proceed.

H. If, before Final Acceptance, the OWNER decides to examine already completed Work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet Contract requirements, the OWNER shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
I. Unless otherwise specified in the Contract, the OWNER shall accept, as promptly as practicable after completion and inspection, all work required by the Contract or that portion of the work the OWNER determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the OWNER’S rights under any warranty or guarantee.

5.0 DIFFERING SITE CONDITIONS

A. The Contractor shall promptly, and before the conditions are disturbed, give written notice to the OWNER of (1) subsurface or latent physical conditions at the Site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. (“Materially” is defined as conditions causing costs not covered under unit price adjustments in excess of $10,000.00.)

B. The OWNER or authorized representative shall investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the Work under this Contract, an equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

C. No request by the Contractor for an equitable adjustment to the contract under this Article shall be allowed unless the Contractor has given the written notice required; provided that the time prescribed in paragraph (a) for giving written notice may be extended by the OWNER.

D. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

6.0 WARRANTY OF CONSTRUCTION

A. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in Paragraph D. of this Article, that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

B. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
   1. Obtain all warranties that would be given in normal commercial practice;
   2. require all warranties to be executed, in writing, for the benefit of the OWNER, if directed by the OWNER; and
   3. enforce all warranties for the benefit of the OWNER, if directed by the OWNER.

C. In the event the Contractor’s warranty under paragraph A. of this Article and 7.A. below has expired, the OWNER may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

D. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of Owner furnished material or design furnished by the OWNER or for the repair of any damage that results from any defect in material or designs furnished by the OWNER.

E. This Article shall not limit the OWNER’s rights under Section 50-9, “INSPECTION OF THE WORK”, of this Contract with respect to latent defects, gross mistakes, or fraud.
7.0 CORRECTION PERIOD

A. For a period of one (1) year from the date of Substantial Completion of the Work or a designated portion thereof, unless otherwise stated in Substantial Completion Notice(s) from OWNER, the Contractor shall remedy at the Contractor’s expense any failure to conform to the Contract requirements or any defect.

B. The Contractor shall remedy at the Contractor’s expense any damage to real or personal property owned or controlled by the OWNER, when the damage is the result of:
   1. Contractor’s failure to conform to Contract requirements; or
   2. Any defect of equipment, material, workmanship, or design furnished.

C. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement.

D. The OWNER shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

E. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the OWNER shall have the right to replace, remove, or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

8.0 SUPERINTENDENCE BY CONTRACTOR

A. The Work is located on a major operational airport. The OWNER considers the safety and unrestricted flow of the traveling public, as well as other users of the Airport, to be of the utmost importance, and therefore, to be an essential part of the Contract. Material and equipment shall be stored and the Work shall be performed with as little obstruction to pedestrian and vehicle movement as possible. Sidewalks and other areas where pedestrians move about shall remain open and usable except as designated in the Contract Documents.

B. At all times during performance of this Contract and until the Work is completed and accepted, the Contractor shall have on the Site a competent representative who has full authority to act for the Contractor at all times when work or services are being performed. All work under this Contract shall be performed in a skillful and workmanlike manner. The OWNER may require, in writing, that the Contractor remove from the Site any employee whose behavior the OWNER deems inconsistent with the requirements of paragraph A. above, incompetent, careless, or otherwise objectionable.

C. Public safety and convenience requirements as described in the Contract Documents shall be the direct responsibility of the Contractor. The Contractor shall be responsible for taking proper safety and health precautions to protect the Work, the workers, the public, and the property of others.

D. For projects less than $5 million, the Contractor may, at his option, establish an office at the work site. For projects of $5 million or more, the Contractor is required to establish an office at the work site to conduct his day-to-day operations unless otherwise directed by the Engineer. As a minimum, the project manager, secretary and project/office engineer are to be located on site. Operations to be conducted on site are to include but not be limited to change order preparation and negotiation, shop drawing processing, schedule preparation and monitoring, preparation of and receipt of project correspondence. The project manager will be assigned to the project full time for the entire duration of the contract. A listing of emergency telephone numbers for all key Contractor personnel shall be provided to the OWNER.
9.0 CONTRACTOR’S WORK FORCE

A. Unless otherwise required by the Contract Documents or the bidding documents, the Contractor shall, within seventy-two (72) hours after bid opening, provide to the OWNER in writing the name and location of the place of business of each proposed major subcontractor, as determined by the OWNER including those who will furnish materials or fabricated equipment. This list of major subcontractors is generally limited to first tier subcontractors and suppliers.

B. The Contractor shall not, without the written consent of the OWNER, either substitute any subcontractor in place of the subcontractor designated in the list provided under paragraph A., or permit any subcontract to be assigned or transferred or allow any subcontract to be performed by anyone other than the subcontractor designated in paragraph A.

C. The OWNER may reject any subcontractors which the OWNER considers unacceptable for the work. If a subcontractor is rejected, an acceptable replacement subcontractor will be provided at no additional cost to the OWNER.

D. The value of the Work performed by the Contractor with its own employees shall not be less than twenty percent (20%) of the Contract Amount.

10.0 SUBMITTALS

A. Submittals shall include Shop Drawings, Product Data and Samples as defined below:

1. Shop Drawings: Drawings submitted to the OWNER by the Contractor, pursuant to the Contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, illustrations, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract. The OWNER may duplicate, use, and disclose in any manner and for any purpose Shop Drawings delivered under this Contract.

2. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

3. Samples: Physical examples which illustrate materials, equipment and workmanship and establish standards by which the Work will be judged.

B. Contractor shall coordinate all such submittals and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Submissions to the OWNER without evidence of the Contractor approval may be returned for resubmission. If required by the Specifications, the submittal shall bear the stamp and signature of a licensed professional engineer or architect. Submissions shall be made in a timely manner and in an orderly sequence so as to cause no delay to the Work.

C. The OWNER will review and approve or take other appropriate action upon Contractor’s submittals, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The OWNER’s review or approval of a specific item shall not indicate approval of an assembly of which the item is a component. The OWNER will indicate an approval or disapproval of the submittal and, if not approved as submitted, will indicate the OWNER’s reasons therefore.

D. Approval by the OWNER shall not relieve the Contractor from responsibility for any errors of omissions in such drawings or from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with E. below.
No Shop Drawing, Product Data or Sample shall be issued for construction without the OWNER's Review Stamp affixed thereto. Any work done before OWNER approval shall be at the Contractor's risk.

E. If any initial submittal or resubmittal shows variations from the brand name specified, the contractor shall describe such variations in writing on a separate transmittal letter at the time of submission.

F. Contractor shall keep adequate records of submittals and approvals so that an accurate up-to-date record file is maintained in his field office at all times.

G. When certificates of compliance are provided for brand name items specified, a submittal will not be required.

11.0 MATERIAL AND WORKMANSHIP

A. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, article or process that, in the judgment of the OWNER, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.

12.0 CONSTRUCTION RECORDS/DRAWINGS

A. The Contractor shall keep a complete and accurate record of all changes or deviations from the Contract Documents. This record set of prints of the Contract Drawings, shop drawings, and Specifications shall be kept on Site. The OWNER or its Authorized Representative shall at all times have access to review record drawings for completeness and accuracy.

B. The OWNER may withhold twenty-five percent (25%) of progress payments or other amounts deemed appropriate by the OWNER if the Contractor fails to comply with the requirements of this Section.

C. The Contractor shall provide to the OWNER in electronic format as prescribed by the DFW CADD Standards, one (1) complete draft record set of as-built Contract Documents. The Contractor shall provide to the OWNER one (1) complete set of record documents of Contract Drawings, and one (1) updated set of Specifications modified to reflect all changes made by Addenda, Contract Change Order, and Field Modifications, on or before the date of Substantial Completion of the Work. The OWNER or Authorized Representative shall review the changes for completeness within fifteen (15) calendar days of receipt. The Contractor shall then produce a final record set of as-built Contract Documents, in electronic format as prescribed by the DFW CADD standards, within fifteen (15) calendar days of receipt of comments from the OWNER or Authorized Representative on which the Contractor shall certify the completeness and accuracy of the Construction Record Drawings and Shop Drawings by endorsing each drawing sheet with the following statement:

“To the best of __ (Insert name of Contractor)’s belief and knowledge the as-built conditions shown on this drawing constitute an accurate and complete depiction of the manner in which this portion of the Work was actually installed during performance of Contract No. ____________.

(Insert name of Contractor)

(Signature of Contractor’s representative and date)

D. Prior to application for Final Payment, the Contractor shall deliver certified as-built Specifications and Contract and Shop Drawings to the OWNER. The as-built set shall be arranged according to
the Contract Drawing and Specification numbering system used in the Contract Documents. The Contractor shall provide an index and cross-referenced listing of each drawing sheet in the as-built set.

E. For a period of four years from the date of Final Acceptance, the Contractor shall be fully responsible for the accuracy and completeness of construction record drawings and shall bear all costs of damages incurred by the OWNER of any nature whatsoever due to inaccuracies or incompleteness of said as-built records, except to the extent that conditions are disturbed by subsequent construction.

13.0 NOTICE OF LABOR DISPUTES

A. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information to the OWNER.

B. The Contractor agrees to insert the substance of this Article, including this paragraph (B), in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

14.0 INTEREST OF PUBLIC OFFICIALS

A. The Contractor represents and warrants that no employee, official, or member of the OWNER is or will be pecuniarily interested or benefited directly or indirectly in this Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the OWNER with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this Article, the OWNER shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

15.0 GOVERNING LAW

A. The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to this Contract, then federal common law, including the law developed by federal board contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie in Dallas County, Texas, or Tarrant County, Texas. This is the complete agreement between the parties. If any provision is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

16.0 LIMITATION OF OBLIGATION

A. Upon execution of the Contract for the Work, one hundred percent (100%) of the Contract Sum will be made available for payment and allotted to the Contract. Changes in the Contract amount may be made only by written Contract Change Order, approved and executed by the OWNER and the Contractor.

B. No claims for further compensation or extensions of time, whether for delay, overhead, profit, fees,
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acceleration, force majeure, disruption, impact, or any other reason whatsoever, shall be made by
the Contractor as a result of the change contained in such Contract Change Order, as payments
and extensions of time specified thereunder shall constitute payment in full for the Work as altered
therein; and OWNER shall never be obligated in any event to pay or reimburse Contractor in excess
of the Contract amount as revised by such approved Contract Change Order.

C. The terms and provisions of this Article entitled “Limitation of Obligation” shall control where in
conflict with any other terms or provisions of the Contract, however, nothing in this Article shall be
construed to deny the OWNER’s unilateral right to suspend or terminate work under the applicable
provisions of the Contract.

17.0 OBLIGATION TO PERFORM FUNCTIONS

A. Any failure or neglect on the part of OWNER to enforce provisions herein dealing with supervision,
control, inspection, testing, or acceptance and approval of the Work shall never operate to relieve
Contractor from full compliance with the Contract Documents nor render OWNER liable to
Contractor for money damages, extensions of time or increased compensation of any kind.

18.0 ACCEPTANCE OF OTHER CONTRACTOR’S WORK

A. If any part of the Work depends, for proper execution or results, upon the work of any other
contractor, the Contractor shall inspect the other contractor’s work and promptly report in writing to
the OWNER the results of said inspection prior to proceeding. The Contractor’s failure to inspect
and/or to report any defects shall constitute an acceptance of the other contractor’s work as fit and
proper for the reception of the work, except as to defects which may develop in the other
contractor’s work after the execution of the Work.

19.0 AUDIT AND RECORDS

A. The Contractor (and Contractor’s suppliers, vendors, subcontractors, insurance agents and other
agents) shall maintain and the OWNER shall have the right to examine books, records, documents,
accounting procedures and practices and any other supporting evidence deemed necessary by the
OWNER to substantiate compliance with the terms of this Contract, including, but not limited to,
costs and charges of whatever nature related to, incurred, and/or anticipated to be incurred, in the
performance of this Contract. Such right of examination shall include inspection at all reasonable
times of the Contractor’s office or facilities or such parts thereof as may be engaged in the
performance of this Contract, and reasonable access to and cooperation by all Contractor
personnel who have worked on or have knowledge related to the performance of this Contract.

B. The OWNER and its Authorized Representative shall have the right to examine all books, records,
documents, and any other data of the Contractor related to the negotiation, pricing, or performance
of such Contract, including Change Orders and/or Supplemental Agreements for the purpose of
evaluating the accuracy, completeness, and currentness of the cost or pricing data submitted. The
right of examination shall extend to all documents necessary to permit adequate evaluation of the
cost or pricing data submitted, along with computations and projections used therein. Proprietary/Trade Secret information pertaining to this contract may not be withheld from OWNER
or its Authorized Representative.

C. The Contractor’s, subcontractor’s and related agent and vendor organization’s documents, records
and other evidence shall be subject to inspection and/or reproduction by the OWNER, its agents
and Designative Representatives. Contractor, subcontractor, and related agent and vendor
organizations shall provide the OWNER with retrievals of computer based records or transactions
that the OWNER determines to be necessary to conduct the audit. There shall be no charge to the
OWNER for reasonable user of the Contractor’s or subcontractor’s photocopy machine while
conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transactions stored in magnetic optical, microfilm, or other media. The Contractor, subcontractor, and related agent and vendor organizations shall provide all records and retrievals requested, within seven (7) calendar days. If requested, the Contractor shall submit a copy of such documents monthly for review by the OWNER.

D. The documents, etc. described in paragraphs A. and B. shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, reproduction, until the expiration of four (4) years from the date of final payment. The Contractor shall provide adequate and appropriate work space to conduct all inspections audits and reviews. The OWNER shall provide the Contractor with a reasonable advance notice of intended audit, inspections and reviews.
   1. If this Contract is completely or partially terminated, the records relating to the terminated work shall be made available for a period of four (4) years from the date of final payment.
   2. Records which relate to appeals or litigation or settlement of claims arising out of the performance of this Contract shall be made available for the period of four (4) years from the date of final disposition of such appeals, litigation, or claims.

E. The Contractor shall insert an Article containing all the provisions of this Section 19, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the OWNER under this Contract. The Contractor shall submit copies to the OWNER of all subcontracts and changes to subcontracts pertaining to this Contract. Failure to submit such written contracts, or to insert this Section in all subcontracts hereunder, shall be reason to exclude some or all of the related payee’s costs from amounts payable to the Contractor pursuant to this Contract.

F. In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.

G. If an audit or review in accordance with this Article discloses overcharges (of any nature), by Contractor, in excess of 5% of the total contract value, the cost of the OWNER’s audit shall be paid by the Contractor.

20.0 PUBLICITY RELEASES
A. All publicity releases or other published information in any way concerning this Contract or the Work hereunder, which the Contractor or any of its subcontractors desires to make, shall be subject to approval by the OWNER prior to release.

21.0 OWNER’S RIGHT OF TRANSFER
A. The BOARD and the Cities of Dallas and Fort Worth, reserve the right to transfer their interests herein to any other governmental body set up to, or authorized by law to operate the Airport.

22.0 COMPOSITION OF CONTRACTOR
A. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

23.0 ACCIDENT PREVENTION
A. The Contractor is totally responsible for the development and implementation of an on-site safety program. The Contractor’s safety program is to be submitted to the Construction Manager for
approval within seven (7) calendar days after Notice to Proceed (NTP).

B. In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions.

24.0 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

A. The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor form OSHA-174), as prescribed in Federal Standard No. 1910-1200, for all hazardous material five (5) calendar days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

B. “Hazardous Material,” as used in this clause, is as defined in Federal Standard No. 313A, in effect on the date of this contract.

C. Neither the requirements of this clause nor any act or failure to act by the OWNER shall relieve the Contractor of any responsibility or liability for the safety of OWNER, Tenant, Contractor, or subcontractor personnel or property.

D. The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

E. The OWNER’S rights in data furnished under this contract with respect to hazardous material are as follows:
   1. To use, duplicate, and disclose any data to which this clause is applicable. The purpose of this right is to
      a. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
      b. Obtain medical treatment for those affected by the material; and
      c. Have others use, duplicate, and disclose the data for the OWNER for these purposes.
   2. To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph E.1. above, in precedence over any other clause of this contract providing for rights in data.
   3. That the OWNER is not precluded from using similar or identical data acquired from other sources.
   4. That the data shall not be duplicated, disclosed, or released outside the OWNER, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies:
      “This is furnished under D-FW International Airport BOARD Contract No. __________ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of ____________________________.
      This legend shall be marked on any reproductions of this data.”
      (End of legend)
   5. That the Contractor shall not place the legend or any other restrictive legend on any data which the Contractor or any subcontractor previously delivered to the OWNER without limitations.

F. The Contractor shall insert this clause, including this paragraph F., with appropriate changes in the
25.0 SEVERABILITY

A. If a provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid or unenforceable.

26.0 PROTECTION AGAINST LIENS AND ENCUMBRANCES

A. In order to prevent a lien, attachment or other encumbrance from being placed on the property of the OWNER, Contractor agrees to furnish during the progress of any Work hereunder, as requested from time to time, verified statements showing Contractor's total outstanding indebtedness in connection with the Work. If Contractor shall allow any indebtedness to accrue to subcontractors or others and shall fail to pay same within ten (10) calendar days after demand, then the OWNER may withhold any money due Contractor until such indebtedness is paid or apply same toward the discharge thereof.

B. If the amount of such withheld payment or other monies due Contractor under the Agreement is insufficient to meet such costs, or if any claim against Contractor is discharged by the OWNER after final payment is made, Contractor and its surety or sureties, if any, shall promptly pay the OWNER all costs incurred thereby regardless of when such claim arose or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

C. In the event a lien is filed, Contractor shall remove the lien, or see that it is removed or shall furnish a bond for the full amount thereof within seven (7) calendar days of notice by the OWNER. Failure to comply with the foregoing requirements shall constitute grounds for termination of the Agreement.

D. Notwithstanding the above, Contractor shall not at any time suffer or permit any lien, attachment or other encumbrance, whether under any laws of any state or otherwise, by any person or persons whomsoever or by reason of any claim or demand against Contractor, to be placed or remain on the property of the OWNER, including but not limited to the Work Site or other premises upon which Work is being performed and materials being furnished hereunder.

E. The suffering or permitting of any lien, attachment or other encumbrance, whether valid or invalid, by Contractor on the property of The OWNER shall preclude, until same is removed, any and all claims or demands for payment to Contractor under this Agreement. Additionally, if any such encumbrance is not removed immediately by Contractor, the OWNER may pay such claim or demand and remove such encumbrance and may deduct the amount so paid, together with all expenses arising therefrom including attorney's fees, from any further payment to Contractor, or at the OWNER election, Contractor shall, upon demand, reimburse the OWNER for the amount paid and all expenses incurred in connection therewith. Any such payment made in good faith by the OWNER shall be binding upon Contractor.

27.0 TITLE AND RIGHT

A. No provision in this Contract shall be construed as vesting Contractor with any right of property in materials used after they have been attached to or incorporated into the Work, nor materials, for which Contractor has received full or partial payment. All such materials, upon being so attached,
incorporated or paid for, shall become the property of the OWNER. Any gravel, sand, stone, minerals, timber and all other materials excavated, uncovered, developed or obtained in the Work, or on any land belonging to the OWNER shall remain solely the property of the OWNER. Subject to prior written approval from the OWNER and mutual agreement on a proper credit against the price, Contractor will be permitted to use, in the performance of the Work, any such materials that meet the requirements of this Contract. Any objects excavated or exposed that may have historical significance shall be brought to the attention of the OWNER.

28.0 NON-WAIVER OF RIGHTS
A. Waiver by either party of any breach of this Contract, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.

29.0 SURVIVAL
A. Neither completion of any work, nor any termination or cancellation of this Contract, shall be deemed to relieve either party of any obligations, relating to this Contract, that by their nature survive completion of the Work, including, but not limited to, all warranties and obligations of indemnity and insurance.

30.0 BINDING ON SUCCESSORS AND ASSIGNS
A. This Contract shall inure to the benefit of and be binding upon the undersigned parties and entities, and their respective legal representative, successors, and assigns.

31.0 DISCOVERY OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS
A. In case of conflict or discrepancies, errors or omissions among the various Contract documents, the matter shall be submitted immediately by Contractor to the Construction Manager for decision, and such decision shall be final. Any Work affected by such conflicts, discrepancies, errors or omissions which is performed prior to the Construction Manager determination shall be performed at the Contractor’s risk.

32.0 INDEMNIFICATION AND HOLD HARMLESS
A. THE CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITIES OF DALLAS AND FORT WORTH, THE DFW AIRPORT BOARD, AND ALL THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, HEREIN REFERRED TO AS “INDEMNITIES” FROM AND/OR AGAINST ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, DIRECT, OR INDIRECT OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND COURT AND ARBITRATION COSTS) OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR RESULTING FROM ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR SUSTAINED BY ANY PERSONS OR PROPERTY RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH:
   1. THE OPERATIONS OF THE CONTRACTOR, ITS SUBCONTRACTORS, OR SUBCONTRACTORS THEREUNDER; OR
   2. ANY NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF CONTRACTOR OR ITS SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES IN THE EXECUTION OF THE CONTRACT; OR
   3. THE FAILURE OF THE CONTRACTOR TO PROVIDE NECESSARY BARRICADES, WARNING LIGHTS, OR SIGNS; OR
4. ANY NEGLECT OF THE CONTRACTOR TO SAFEGUARD THE WORK; OR
5. THE USE OF MATERIAL NOT CONFORMING TO THE CONTRACT REQUIREMENTS OR OTHERWISE UNACCEPTABLE OR DEFECTIVE; OR
6. ANY VIOLATION OF LAW, ORDINANCE, REGULATION, OR ORDER OF ANY PUBLIC AUTHORITY HAVING JURISDICTION OVER THE WORK.

B. CONTRACTOR SHALL BE REQUIRED TO PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE INDEMNITIES GROWING OUT OF SUCH INJURY, AND/OR DAMAGE. IN ADDITION, THE CONTRACTOR AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE OWNER AND ALL INDEPENDENT CONTRACTORS FROM ANY WRONGS, INJURIES, DEMANDS, OR SUITS FOR DAMAGES EITHER REAL OR ASSERTED, CLAIMED AGAINST THEM, THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT OF THE SAID CONTRACTOR OF ITS SUBCONTRACTORS AND THEIR AGENTS, SERVANTS, OR EMPLOYEES.

33.0 TERMINATION FOR CONVENIENCE

A. The OWNER may, whenever the interests of the OWNER so require, terminate this Contract, in whole or in part, for convenience of the OWNER. The OWNER shall give written notice of the termination to the Contractor specifying the extent of termination and effective date of termination.

1. The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor shall stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. With approval or ratification of the OWNER, the Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The OWNER may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the OWNER. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. The OWNER may require the Contractor to transfer title and deliver to the OWNER in the manner and to the extent directed by the OWNER: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated: and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the OWNER. The Contractor shall, upon direction of the OWNER, protect and preserve property in the possession of the Contractor or in which the OWNER has an interest. If the OWNER does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the OWNER, credited to the price or cost of the Work, or paid in any manner directed by the OWNER.

3. After termination, the Contractor shall submit a final termination settlement proposal to the OWNER in the form and with the certification prescribed by the OWNER. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the OWNER upon written request of the Contractor within this 1 year period. However, if the OWNER determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the proposal within the time allowed, the OWNER may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

4. Subject to paragraph “3” above, the Contractor and the OWNER may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph “4”, or paragraph “5” below, exclusive of costs shown in subparagraph
“5” “b.” below, may not exceed the total Contract price as reduced by 1. the amount of payments previously made and 2. the Contract price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount.

5. If the parties are unable to agree on the amount of a termination settlement, the OWNER shall pay the Contractor the following amounts:
   a. For Contract Work performed before the effective date of termination, the total (with duplication of any items) of:
      i. the cost of this work;
      ii. the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subparagraph 1), above; and
      iii. a sum, as profit on i), above, determined by the OWNER to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the OWNER shall allow no profit under this subparagraph iii), and shall reduce the settlement to reflect the indicated rate of loss.
   b. The reasonable costs of settlement of the work terminated, including:
      i. accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
      ii. the termination and settlement of subcontracts (excluding the amounts of such settlements); and
      iii. storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

END OF SPECIAL PROVISIONS
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GENERAL PROVISIONS

SECTION 10 - DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-1 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-2 ADMINISTRATION BUILDING. The principal office of the Dallas-Fort Worth International Airport Board, located on the Airport site, 3200 East Airfield Drive, Dallas-Fort Worth Airport, Texas.

10-3 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and/or materials to be furnished.

10-4 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-5 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-6 AIRPORT. Airport means the Dallas/Fort Worth International Airport.

10-7 ASTM. The American Society for Testing and Materials.

10-8 AWARD. The acceptance, by the OWNER, of the successful bidder's proposal.

10-9 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BOARD. Shall mean the Dallas-Fort Worth International Airport Board (BOARD), a public body, established under the laws of the State of Texas and hereunto duly authorized by contract between the City of Dallas, a municipal corporation of Dallas County, Texas, and the City of Fort Worth, a municipal corporation of Tarrant County, Texas, or its Authorized Representatives.

10-11 BUILDING AREA. An area on the Airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-12 CALENDAR DAY. Every day shown on the calendar.

10-13 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. Work covered by a change order shall be considered to be within the scope of the contract.

10-14 CITIES. The term "Cities" will refer to Dallas, Texas and Fort Worth, Texas.

10-15 CONSTRUCTION MANAGER (CM). Is the person or entity designated by the OWNER to provide construction management services during design and construction of the Work, and may include OWNER employees or firms under contract with the OWNER. The Construction Manager is an Authorized Representative of the OWNER for monitoring, coordination, and inspection of the Work.

10-16 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include but is not limited to: The Contract Form; Special Provisions, General Provisions, Technical Specifications/Provisions, Plans, The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; and any addenda issued to bidders.

10-17 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-18 CONTRACT TIME. The number of calendar days or working days, stated in the Contract, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the Contract, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-19 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-20 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-21 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative. May include OWNER employees or firms under contract with the OWNER.

10-22 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-23 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-24 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-25 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-26 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervisions provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-27 INSPECTOR. An authorized representative of the Owner or Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-28 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-29 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-30 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-31 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-32 MATERIALS. Any substance specified or required for use in the construction of the work.

10-33 NOTICE TO PROCEED. A written notice to the Contractor to begin the work under contract by a specified date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-34 OWNER. Shall mean the Dallas-Fort Worth International Airport Board (BOARD), a public body, established under the laws of the State of Texas and hereunto duly authorized by contract between the City of Dallas, a municipal corporation of Dallas County, Texas, and the City of Fort Worth, a municipal corporation of Tarrant County, Texas, or its Authorized Representatives. Authorized Representatives shall be designated in writing with specific limits of authority, and may be employees of the OWNER or employees of firms under contract (Owner's Representatives) with the OWNER to provide specific services. For AIP contracts, the term “Sponsor” shall have the same meaning as the term “Owner”.

10-35 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Said security shall be in accordance with the provisions of Chapter 2253, Government Code.

10-37 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract, and that the Contractor will maintain the Work constructed by it in good condition for the period of time required; said security shall be in accordance with the provisions of Chapter 2253, Government Code.

10-38 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 PROPOSAL/BID FORM. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-40 PROPOSAL GUARANTY/BID GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.
10-41 QUALITY ASSURANCE. For all tests needed to ensure specification compliance of in-place work, the
Owner shall appoint, and employ, the services of an independent materials testing agency of its choosing. The
payment for these services shall be borne by the Owner. The costs for any retesting, brought about by the indicated
failure of performance in the initial test, shall be borne exclusively by the Contractor. The Quality Assurance tests
shall be the basis for determining payment and/or adjustments to payment.

10-46 QUALITY CONTROL. All materials testing services relative to engineering and selection of design
components, such as herein required for paving and concrete design mixes, as well as in-process testing, shall be
performed by a duly qualified and certified materials testing agency of the Contractor's choosing. The testing shall
be as necessary to comply with General Provision Section 100 - Contractor Quality Control Program. The costs of
these services shall be paid directly by the Contractor.

10-47 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-48 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing
the contract work. Standards for specifying materials or testing which are cited in the contract specifications by
reference shall have the same force and effect as if included in the contract physically.

10-49 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing;
storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and
bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features
of the airport that may be encountered in the work and not otherwise classified herein.

10-50 SUBGRADE. The soil which forms the pavement foundation.

10-51 SUPERINTENDENT. The Contractor's executive representative who is present on the work during
progress, authorized to receive and fulfill instructions from the Owner or Engineer, and who shall supervise and
direct the construction.

10-52 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering:
(1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by
more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract;
or (2) work that is not within the scope of the originally awarded contract.

10-53 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or
performance bonds which are furnished to the Owner by the Contractor.

10-54 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area
of an airport that has been designated by competent airport authority for movement of aircraft to and from the
airport's runways or aircraft parking areas.

10-55 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to
the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-56 WORKING DAY. A working day is any calendar day scheduled for active performance of Contract
requirements.

END OF SECTION 10
SECTION 20 - PROPOSAL REQUIREMENTS AND CONDITIONS


20-2 QUALIFICATION OF BIDDERS. Upon request, the two lowest bidders shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. 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.

If requested, the two lowest bidders shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner no later than 48 hours after the opening of bids. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bid fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

20-3 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached. The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-4 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:
   a. Failure to comply with any qualification regulations of the Owner, if such regulations are cited, or otherwise 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.

20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. For unit price contracts, an estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications. Boring logs and other records of subsurface investigations and tests are available for inspection of bidders, if applicable. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which
he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-7 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

In the case of any discrepancy between the proper addition and / or multiplication of the individual unit prices bid (using the stated / estimated quantities), and the bidder's total bid, as stated on the summary page, the Board's proper addition and / or multiplication of the unit prices bid (using the stated / estimated quantities) shall constitute the bid amount but prevail over the bidder's stated (and mathematically incorrect) bid total.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the bid shall be sealed and the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-8 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished or allowed by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. 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.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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.

20-9 BID GUARANTEE. No Bid will be considered unless it is accompanied by a cashier's check on any State or National Bank in Dallas or Tarrant County, Texas, or acceptable Bid Bond, payable unconditionally to the Dallas-Fort Worth International Airport Board. The cashier's check or Bidder's Bond shall be five percent (5%) of the amount of the Bid. In the case of bid alternates, the Bid Bond amount shall be based on the highest total bid. The Bid Guaranty is required by the OWNER as evidence of good faith and as a guarantee that if awarded the Contract, the Bidder will execute the Contract and furnish certificates of insurance and the required bonds within ten (10) calendar days after the award of the Contract. The Bid Bond shall be conditioned that if the Bid is withdrawn after the bids have been opened or the successful Bidder refuses to enter into and execute a Contract with the OWNER under the terms of the Contract attached hereto, and deliver to the OWNER a copy of a payment bond, a performance bond, and certificates of insurance as required hereby, the successful Bidder and the surety shall become liable to the OWNER for the amount of the Bid Bond. If a Bid Bond is used, the surety thereon shall designate a resident agent in Dallas or Tarrant County, Texas, to whom requisite notices may be delivered and upon whom service of process may be had. Individual sureties will not be accepted. In the event a cashier's check is submitted along with the Bid, and the successful Bidder does not execute the Contract within fifteen (15) calendar days after award of said Contract or withdraws its Bid after Bids have been opened, the OWNER shall be entitled to the proceeds of such check. Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.
20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder’s request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. Withdrawal by telephone or facsimile will not be permitted.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written request) or received after the time specified for opening bids, shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. 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.

c. If the bidder is considered to be in “default” for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Where the Bidder, any subcontractor or supplier, or the surety on any bond given, or to be given is in litigation with the Owner, or with either the Cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Owner.

END OF SECTION 20
SECTION 30 - AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of price. If there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interest.

30-2 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest responsive and responsible bidder whose proposal conforms to the cited requirements of the Owner.

30-3 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL/BID GUARANTY. As soon as the bid prices have been compared, the OWNER may, at its discretion, return the security accompanying the bids which, in its judgment, would not be considered in making the award. The Security of the three (3) lowest bidders may be retained by the OWNER until after the Contract has been awarded, executed, and bonds and insurance requirements have been submitted by the successful Bidder. The OWNER will return all cashier's check type bid guaranties as soon as practicable upon determination that bidder will not be considered in making award or upon receipt of bonds and insurance from the successful bidder.

30-5 REQUIREMENTS OF CONTRACT BONDS. Within ten (10) calendar days after notice of award (which will be delivered with execution originals of contract), the Contractor shall furnish the Owner the executed contract and a surety bond or bonds which have been fully executed by the Contractor and the surety, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

No sureties will be accepted by the OWNER who are now in default or delinquent on any bonds or who are actively interested in any litigation against the Cities or the OWNER. All bonds shall be made on forms furnished by the OWNER, and shall be executed by not less than one corporate surety admitted to do business in the State of Texas or be listed by the U.S. Department of the Treasury as an acceptable surety. Individual sureties will not be accepted. Each bond shall be executed by the Contractor and the surety. Each surety shall designate an agent resident in Dallas or Tarrant County, Texas, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. If a change in Resident Agent occurs, this change must be reported to the Airport Development & Engineering Department immediately.

Surety bonds shall be in accordance with applicable law. These bonds shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract Amount, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract Amount decrease such obligation.

a. Performance Bonds are required on all contracts which exceed $100,000.00 - A good and sufficient bond in an amount equal to the total amount of the Contract, as evidenced by the proposal tabulation, or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions thereof, for
the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of acceptance of the improvement by the OWNER.

b. Payment Bonds are required on all contracts which exceed $50,000.00 - A good and sufficient bond in an amount equal to the total amount of the contract, as evidenced by the proposed tabulation, or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract and for the use of each such claimant.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section within ten (10) calendar days. If the contract is mailed, special handling is recommended.

30-7 APPROVAL OF CONTRACT. Upon receipt of evidence of adequate insurance coverage, the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner’s approval to be bound by the successful bidder’s proposal and the terms of the contract.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds and evidence of adequate insurance coverage within the ten (10) calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner. In the event the OWNER should re-advertise for bids, the defaulting Contractor shall not be eligible to bid.

END OF SECTION 30
SECTION 40 - SCOPE OF WORK

40-1 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all necessary superintendence, labor, machinery, equipment, tools, materials, transportation and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

These specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the work. The specifications are intended to be so written that only first class material, workmanship, and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed work of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent of the Plans and Specifications.

40-2 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner. Change orders for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions are commensurate with the amount and difficulty of added work.

40-3 OMITTED ITEMS. The Owner reserves and shall have the right to omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-4 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

When determined to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-5 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract is that safety is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operations of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and
upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-6 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Owner and is in conformance with the contract specifications applicable to such use; or,
b. Remove such material from the site, upon written approval of the Owner; or
c. Use such material for his/her own temporary construction on site; or
d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Owner's approval in advance of such use.

Should the Owner approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.
Should the Owner approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-8 FINAL CLEAN UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. All brush and woods within the limits indicated shall be cut and the site shall be left in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40
SECTION 50 - CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

For AIP contracts, the Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

All quality assurance costs associated with replacing or otherwise correcting any work item determined to be unacceptable shall be borne by the Contractor.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

If it is found that the material furnished, work performed, or the finished product is not in close conformity with the plans and specifications, the Contractor shall bear all the expenses of such recovery, exposure, observation, inspection and testing and of satisfactory reconstruction including compensation for additional professional services and retesting, and an appropriate deductive change order shall be issued.

The Contractor will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction of the safety precautions incident thereto.

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The Contract Form, Contract Special Provisions, Contract General Provisions, Technical Specifications/Provisions, Plans, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Contract Forms shall govern over Contract Special Provisions, Contract Special Provisions shall govern over Contract General Provisions, Contract
General Provisions shall govern over Technical Specifications/Provisions, Technical Specification/Provisions shall govern over Plans, cited standards for materials or testing, and cited FAA advisory circulars (if applicable.)

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications or in test results relating to the Work hereunder. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his/her interpretation and decision, and such decision shall be final.

50-4 COOPERATION OF CONTRACTOR. The Contractor will be supplied with one copy each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other Contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between Contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized 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 or his/her authorized representative.

50-5 COOPERATION BETWEEN CONTRACTORS. 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. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-6 CONSTRUCTION LAYOUT AND STAKES. When applicable, the Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such non-conforming materials in question until such issues can be referred to the Engineer for his/her decision.
No act by the inspector on behalf of the Owner shall relieve the Contractor of its obligation to comply with all requirements of the Contract.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 SUBSTANTIAL COMPLETION. The Date of Substantial Completion of the Work is the date the OWNER determines construction is sufficiently complete, in accordance with the Contract Documents and as defined in the Technical Specifications, so the OWNER may occupy or use the Work, or designated portion thereof, for its intended purpose, without restriction and all punch list items completed as defined in the Technical Specifications (subject to completion of minor punch list items, the absence of completion of which does not interfere with OWNER's intended use of the project, including the intended normal business operations of the project, or detract from the aesthetic appearance of the project) and: (a) all designated or required governmental certificates of occupancy and other permits, inspections and certifications for the project or such portion thereof as the case may be, have been achieved and issued to OWNER and posted for the project or such portion thereof; (b) all elements and project systems included in the Work (including, without limitation, all life safety systems) are operational and functioning as designed and scheduled in the Contract Documents; (c) all instruction of OWNER's personnel in the operation of the project systems has been completed; and (d) no liens, claims or encumbrances have been filed or are outstanding with respect to the Work.

Substantial Completion date(s), if any, are specified elsewhere in the Contract Documents.

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the OWNER is substantially complete as defined above, the Contractor shall prepare for submission to the OWNER a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents. When the OWNER determines that the Work or designated portion thereof is substantially complete, it will issue a written notice to the Contractor establishing the date of Substantial Completion. The notice shall state the responsibilities of the OWNER and the Contractor for (but not limited to) security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the OWNER within the time period allowed by the Contract Documents. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the OWNER may complete or correct the items and deduct the cost thereof from the Contract amount.

50-15 PARTIAL OCCUPANCY. The OWNER may occupy or use any portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the OWNER and Contractor have, if applicable, accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period of correction of the Work and commencement of warranties required by the Contract Documents.

Immediately prior to such partial occupancy or use, the OWNER and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

The use or occupancy of a portion of the Work by OWNER or its other contractors to inspect and/or correct defective workmanship or install furniture, fixtures, or equipment or other work shall not be considered as use and occupancy. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

50-16 FINAL COMPLETION/FINAL ACCEPTANCE. The Contractor will have one hundred and twenty (120) calendar days, after Substantial Completion, to complete the Work not fully completed or corrected to the
satisfaction of the OWNER. The Contractor shall give notice of Final Completion to the OWNER upon completion of all items of Work. Upon written notice of Final Completion from the Contractor that all work has been completed, the OWNER will make an inspection. If all work provided for and contemplated by the Contract Documents is found to be completed in accordance with the Contract documents, plans and specifications, such inspection shall constitute the final inspection and OWNER shall make final acceptance of the Work (Final Acceptance). The OWNER shall notify the Contractor in writing of Final Acceptance as of the date of the final inspection.

If, however, the inspection discloses that the Work, or any part thereof, is not in compliance with the Contract Documents, plans and specifications, the OWNER will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which, if the Work is corrected as instructed, shall constitute the final inspection. Once all Work is corrected as instructed and the OWNER finds the Work acceptable under the Contract Documents and the Contract fully performed, which approval shall not be unreasonably withheld, the OWNER will make the Final Acceptance and notify the Contractor in writing of this Acceptance as of the date of the final inspection.

Warranties required by the Contract shall commence on the date of Substantial Completion unless otherwise provided in the notice of Substantial Completion. Each project as a whole shall have a single warranty date. If portions of the work are completed before others, the warranty period will be extended to coincide with the project warranty date identified in the Notice of Substantial Completion.

50-17 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his/her intention to claim such additional compensation before beginning the work on which the claim is based. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within five (5) calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances. Contractor will submit proposal within ten (10) days.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-18 CONTRACTOR COST REDUCTION PROPOSALS. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding. On projects with original contract amounts in excess of $100,000, the Contractor may submit, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal. Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each:

b. An itemization of the contract requirements that must be changed if the proposal is adopted;

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;

d. A statement of the time by which a change order adopting the proposal must be issued;

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.
The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated new savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The OWNER will not be liable for any delay in acting upon, or for any failure to act upon, any proposal submitted pursuant to this Article. The decision of the OWNER as to acceptance of any such proposal under the Contract shall be final. The submission of a proposal by the Contractor shall not in itself affect the rights or obligations of either party under the Contract.

The OWNER may accept in whole or in part any proposal submitted pursuant to this Article by issuing a Contract Change Order which will identify the proposal on which it is based. The Contract Change Order will provide for an equitable adjustment in the Contract Amount and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract Amount shall be established by determining the net savings resulting from the accepted change. The net savings resulting from the change shall be shared between the Contractor and the OWNER on the basis of fifty percent (50%) for the Contractor and fifty percent (50%) for the OWNER. Net savings shall be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the OWNER resulting from the change, such as implementation, inspection, related items, and OWNER-furnished material. Estimated gross savings shall include Contractor's labor, material, equipment, overhead, profit, and bond. The Contract Amount shall be reduced by the sum of the OWNER's costs and share of the net savings and shall constitute full compensation to the Contractor for the cost reduction proposal and performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the change order.

END OF SECTION 50
SECTION 60 - CONTROL OF MATERIALS

60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed). In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Owner before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner.

Samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-3 CERTIFICATION OF COMPLIANCE. The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not. The form and distribution of certificates of compliance shall be as approved by the Owner. When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

   a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
   b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's vendor data that includes detailed performance data for the specified brand name material or assembly. The Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-4 PLANT INSPECTION. The Owner or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly. Should the Owner conduct plant inspections, the following conditions shall exist:

   a. The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
   b. The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
c. If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-5 FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Owner as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed. Not applicable for this contract.

60-6 STORAGE OF MATERIALS. Materials shall be stored so as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-7 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner. Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Owner has approved its used in the work.

60-8 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, including transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the price(s) bid for the contract in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60
SECTION 70 - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or his/her employees.

70-2 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-2.1 The OWNER is exempt from State and Local Sales and use Taxes pursuant to Section 151.309 of the Texas State Tax Code. However, for the Contractor to be relieved of the Sales Tax liability, the contract must be a “separated contract”, i.e., costs of materials incorporated into the project must be separated from all other costs of the project. As a seller, Contractor must issue a resale certificate (must hold a sales tax permit to do this) to the supplier in lieu of the sales tax at the time of the purchase. The OWNER will issue to the Contractor an exemption certificate for the Contractor’s records in substantiating materials “resold” to the OWNER by the Contractor’s incorporation of said materials on the OWNER project(s).

70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or Owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-4 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another Government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated in the special conditions, or on the plans. Except as described above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another Government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-5 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner’s (Sponsor’s) request to the FAA. In consideration of the United States Government’s (FAA’s) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.
As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications. No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction. Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-7 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration. The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-8 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office). When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2. The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer. Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-9 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy. The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury. The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.
70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Owner has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE ENGINEER AND THE OWNER AND THEIR OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT BECAUSE OF ANY INJURIES OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF THE CONTRACTOR; OR ON ACCOUNT OF OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK; OR THROUGH USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING THE WORK; OR BECAUSE OF ANY ACT OR OMISSION, NEGLIGENCE, OR MISCONDUCT OF SAID CONTRACTOR; OR BECAUSE OF ANY CLAIMS OR AMOUNTS RECOVERED FROM ANY INFRINGEMENTS OF PATENT, TRADEMARK, OR COPYRIGHT; OR FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKMEN'S COMPENSATION ACT," OR ANY OTHER LAW, ORDINANCE, ORDER, OR DEGREE. MONEY DUE THE CONTRACTOR UNDER AND BY VIRTUE OF HIS/HER CONTRACT AS MAY BE CONSIDERED NECESSARY BY THE OWNER FOR SUCH PURPOSE MAY BE RETAINED FOR THE USE OF THE OWNER OR, IN CASE NO MONEY IS DUE, HIS/HER SURETY MAY BE HELD UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURIES OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SUITABLE EVIDENCE TO THAT EFFECT FURNISHED TO THE OWNER, EXCEPT THAT MONEY DUE THE CONTRACTOR WILL NOT BE WITHHELD WHEN THE CONTRACTOR PRODUCES SATISFACTORY EVIDENCE THAT HE IS ADEQUATELY PROTECTED BY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the occupancy or use of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such occupancy or use by the Owner as described in the special conditions, or on the plans. Such portion of the work listed above, may be occupied by the Owner in accordance with the subsection titled PARTIAL OCCUPANCY of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.
The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, or a designated portion thereof, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of Government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this contract by the Sponsor or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which appear within a period of twelve (12) months from the date of Substantial Completion of the work, unless otherwise stated in the Substantial Completion Notice(s) from Owner.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS (Revised March 2007). As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the provider of any public or private utility service to construct, reconstruct or maintain its utility services, facilities or structures during the progress of the Work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services or damage to such facilities or structures.

To the extent that such public or private utility services, facilities or structures are known to exist within the limits of the Work, the approximate locations have been indicated on the plans and the owners are indicated in the special conditions, or on the plans.

It is understood and agreed that the OWNER does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to locate and protect such existing facilities and structures from damage or the service from unscheduled interruption.

It is further understood and agreed that the Contractor shall, upon execution of the Contract, notify the providers of all identified utility services, facilities or structures of the Contractor's plan of operations. Such notification shall be in writing addressed to the PERSON TO CONTACT as provided in the appropriate plans and specifications. A copy of each notification shall be given to the OWNER prior to commencement of work. Should additional utility services, facilities or structures be discovered during the course of the Work, the Contractor shall notify the Owner within 24 hours and the providers within two business days of the discovery.

In addition to the general written notification, it shall be the responsibility of the Contractor to keep such individual providers advised of changes in the Contractor's plan of operations that would affect such providers. Prior to commencing the Work in the general vicinity of an existing utility service, facility or structure, the Contractor shall again notify each such provider of the Contractor's plan of operation. If, in the Contractor's opinion, the provider's assistance is needed to locate the utility service, facility or structure or if the presence of a representative of the provider is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility provider's PERSON TO CONTACT no later than...
two business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall simultaneously, and likewise in the most expeditious manner, furnish a copy of such notice or a written summary of it to the OWNER.

The Contractor's failure to give the two day's notice hereinafore provided shall be cause for the OWNER to suspend the Contractor's operations in the general vicinity of a utility service, facility or structure until proper, timely notice can first be provided as required above.

Where the outside limits of an underground utility service, facility or structure have been located and staked on the ground, or otherwise identified, the Contractor shall be required to use manual, non-destructive daylighting to locate the utility visually and with certainty within twenty feet (vertically and horizontally) of such outside limits or other identification, prior to commencement of automated (heavy equipment) excavation.

Should the Contractor damage a provider's facility or structure or interrupt the operation of a utility service, by accident or otherwise, the Contractor shall immediately notify the proper authorities, including the Airport Operations Center (AOC), the OWNER's Project Manager and the utility service provider and shall take all reasonable measures to prevent further damage or interruption of service and to protect the general public. The Contractor, in such events, shall cooperate with the utility service, facility or structure provider and the OWNER continuously until such damage has been repaired and service restored to the satisfaction of the utility service, facility or structure provider.

The Contractor shall bear all costs of repair of damage to utility facilities or structures and of restoration of interrupted utility service, including, without limitation, operational impacts and costs incurred by the OWNER for response and mitigation of the incident, due to the Contractor's operations whether or not due to negligence or accident. The OWNER reserves the right to deduct such costs from any monies due or which may become due the Contractor under this Contract or under any other contract between Contractor and OWNER, or his/her surety hereunder.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty and guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-19 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and
the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-20 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the Contract provisions or in exercising any power or authority granted to it by this Contract, there shall be no liability upon any officer or employee of the Owner or the Cities of Dallas and Fort Worth (Cities), either personally or as an official or employee of the Owner or the Cities. It is understood that in such matters they act solely as agents and representatives of the Owner or the Cities.

END OF SECTION 70
SECTION 80 - PROSECUTION AND PROGRESS

80-1 PRIVITY OF CONTRACT & ASSIGNMENT OF RIGHTS. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner.

80-2 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Owner in the written notice to proceed, but in any event, the Contractor shall notify the Owner at least 24 hours in advance of the time actual construction operations will begin.

80-3 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Primavera P3 or P6 format. At a minimum, it shall provide information on the sequence of work activities, interdependence of activities, milestone dates, and activity duration.

The contractor shall submit an interim schedule followed by a baseline schedule, or only a baseline schedule, depending on when the contractor starts work. Generate the baseline schedule using Primavera P3 or P6 format. The Contractor shall submit a baseline schedule within 30 days of the execution of the Contract or within 10 days after the effective date of the notice to proceed, whichever is sooner. Any revisions shall be submitted within 10 days after the initial review.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

The Contractor shall be responsible for assuring all work, including all subcontractor work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

80-4 PROGRAM MANAGEMENT SOFTWARE. The Owner utilizes Program Management Software on its computer system, to efficiently and effectively manage construction projects. This system allows many project management functions to be conducted electronically. The Contractor may be directed by the Owner to enter specific project related information directly into the Owner's Program Management Software in the Owner's computer system on a day-to-day basis. Some project management functions that are executed within the system the Contractor may be responsible for include (but are not limited to) Potential Change Order information, Meeting Minutes, Requests for Information (RFIs), Submittal Register, Submittal Packages, Daily Details, and Daily Work Journals.

Unless otherwise specified, the Contractor will use Owner supplied software licenses when using the Owner's system.

80-5 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Owner's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to...
provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-6 LIMITATION OF OPERATIONS. When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the Airport, the Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as described in the special conditions, or on the plans.

80-7 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-8 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other
conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner’s order to suspend work to the effective date of the Owner’s order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner’s order to resume work. The Contractor shall forward his/her claim information substantiating the amount shown on the claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-9 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the Work shall be stated in the contract and shall be known as the CONTRACT TIME.

a. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the Contract counting from the date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonworking days. All calendar days elapsing between the effective dates of the OWNER’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

b. Any claim for extension of time or additional compensation for delay (including, but not limited to, compensation for extended overhead or general conditions costs) shall be made as soon as possible in writing to the OWNER but not more than ten days after the commencement of the delay. In case of continuing delay, only one claim notice per calendar month is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. Furthermore, within ten (10) business days after the end of each calendar month for which the Contractor (or a subcontractor at any level) has claimed a delay for which the Contractor will ultimately seek additional compensation from the OWNER, the Contractor shall submit to the OWNER a detailed and fully-supported document listing the costs claimed for the preceding calendar month by the Contractor and any impacted subcontractors, pursuant to the delay. It is understood (and the Contractor shall ensure) that these same provisions flow down to subcontractors working under the Contract. In the event that the Contractor does not comply with the requirements of this section, the Contractor shall not be entitled to any mark-up for fee (profit) on any compensation ultimately approved by the OWNER for the delay.

c. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work influenced by high or low ambient temperatures, precipitation and/or saturated soil to ensure completion of all Work within the Contract time. Average historical climatic conditions for the proceeding ten (10) years are published by the National Oceanographic and Atmospheric Administration (NOAA) and entitled “Local Climatological Data-Dallas/Fort Worth, Texas.”

d. For planning purposes, the following shall be considered average workdays lost per month due to weather conditions:

Northeast End Around Taxiway Package II
Contract No. 9500642
General Provisions
GP - 31
Revised 04/27/19
<table>
<thead>
<tr>
<th>Month</th>
<th>Lost Time in Workdays</th>
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<tbody>
<tr>
<td>January</td>
<td>5</td>
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<tr>
<td>February</td>
<td>4</td>
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<td>March</td>
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<td>November</td>
<td>4</td>
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<tr>
<td>December</td>
<td>4</td>
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</tbody>
</table>

e. Contract time extensions (for calendar-day-based Contracts) for abnormal weather conditions will be granted on a day for day basis only to the extent the actual time lost during a particular month exceeds the average lost time indicated in the above table. Days on which no activity has been planned or scheduled are not considered workdays.

F. WHEN THE CONTRACT TIME IS A SPECIFIED COMPLETION DATE, IT SHALL BE THE DATE ON WHICH ALL CONTRACT WORK SHALL BE COMPLETE ACCORDING TO THE PROPOSAL DOCUMENTS, REGARDLESS OF ACTUAL OR CLAIMED DELAYS (WEATHER RELATED OR OTHERWISE).

g. A time extension to the Contract will extend the Contract Time as referenced here.

80-10 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract Special Provisions as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

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.

80-11 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
d. Discontinues the prosecution of the work, or
e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
h. Makes an assignment for the benefit of creditors, or
i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.
If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-12 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses (when not otherwise included in the contract), and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80
SECTION 90 - MEASUREMENT AND PAYMENT

90-1 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used. The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material before paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (15°C) or will be corrected to the volume at 60°F (15°C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece. The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account
work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When the standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Scales shall be accurate within 1/2 percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 1/10 of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them. Scale installations shall have available 10 standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment. Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of 1/2 of 1 percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the Lump Sum price of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-2 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.
90-4 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner. In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature of the amount of such costs.

90-5 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus overhead and profit.

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices, and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Contractor-owned trucks, machinery and equipment will be paid at the rates agreed by CM or at the rates specified in the current issue of the Association of General Contractors (AGC) Contractor Equipment Cost Guide published by Data Quest, San Jose, CA 95131. Such payment will be only for the time actually used on such changed work and will be full compensation for the use of the trucks, machinery and equipment including fuel, lubricants, water, depreciation and similar operating expenses. For leased or rented trucks, machinery, and equipment, payment will be limited to reasonable actual and verifiable costs.

The markups for extra work and force account work for overhead and profit are limited to ten percent (10%) and five percent (5%), respectively, for work performed by prime or subcontractors.

In the event the extra work or force account work is accomplished by a subcontractor (or subcontractors), the Prime Contractor shall be limited to five percent (5%) of the work accomplished by a subcontractor (or subcontractors) as total markup to cover and compensate the Prime Contractor for overhead and profit.
Total markup for overhead and profit is limited to twenty percent (20%), distribution to be determined at the discretion of the prime contractor, subject to the limitations described above.

90-6 PARTIAL PAYMENTS. Partial payments will be made no more than once each month as the work progresses and must be requested on forms and in a format approved by the Owner, including a Prior Period Activity Report (PPAR). Requests for Payment will be prepared by the Contractor, based upon the Contractor’s estimate of the value of Work performed and materials complete-in-place in accordance with the Contract plans, and specifications. The Contractor’s Pay Request will be reviewed by the OWNER (and if necessary, adjusted accordingly) based upon the OWNER’s estimate of the value of Work performed and materials complete-in-place in accordance with the Contract plans and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the sub-section titled PAYMENT FOR MATERIALS ON HAND of this Section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner until the final payment is made. The balance (95 percent) of the amount payable, less all previous payments, shall be certified for payment.

When approximately 95 percent of the work has been completed the OWNER may, at its discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than the estimated cost of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor. The OWNER will consider releasing retainage withheld on subcontractor’s work at various stages during the Contract, at its discretion and with the consent of the surety. The Contractor will be required to make such request in writing for early release of retainage for subcontractor’s that have completed their portion of the work, to be reviewed on a case by case basis. Such requests may be made with the pay request, once each month. The OWNER reserves the right to reject any such request that is not in the best interest of the OWNER. If such requests are granted the Contractor will be responsible for notifying its surety of any such reductions in retainage withheld under this Contract.

The Contractor agrees to include in its monthly invoice an amount that represents all invoices/bills for services, labor and costs incurred by its subcontractors in the current billing period.

   a. If an Owner receives a written payment request from a Contractor for an amount that is allowed to the Contractor for properly performed work or suitably stored, materials, the Owner shall pay the amount to the Contractor, less any statutory offsets, not later than the 30th day after the owner receives the request.

   b. A Contractor who receives a payment under Paragraph a. (including retainage) or otherwise from an Owner in connection with a contract to improve real property shall pay each of its subcontractors the portion of the Owner's payment, including interest, if any, that is attributable to work performed or materials suitably stored by that subcontractor if payment for stored materials is provided for in the contract, to the extent of that subcontractor's interest in the Owner's payment. The payment required by this must be made not later than the 7th day after the date the Contractor receives the Owner's payment.

   c. A subcontractor who receives a payment under Paragraph b. or otherwise from a Contractor in connection with a contract to improve real property shall pay each of its subcontractors the portion of the payment, including interest, if any, that is attributable to work performed or materials suitably stored by that subcontractor if payment for stored materials is provided for in the contract, to the extent of that subcontractor's interest in the payment. The payment required by this subsection must be made not later than the 7th day after the date the subcontractor receives the Contractor's payment.

The prime Contractor shall promptly request the release of any retainage withheld from subcontractors within seven (7) days after the subcontractor’s work is satisfactorily completed and receives partial acceptance, substantial completion or final completion/final acceptance as defined in the General Provisions of the Contract. Further, the prime Contractor shall pay the subcontractor its retainage within seven (7) days after the date the prime Contractor receives the subcontractor’s retainage payment from the OWNER. The prime Contractor will request the release of subcontractor retainage in the next invoice for any subcontractor that has satisfactorily completed its work and will submit the required releases with the invoice.
A finding of non-payment may be considered as a material breach of this contract.

The OWNER may, withhold progress payments until the Contractor demonstrates timely payment of sums due subcontractors. The OWNER also reserves the right to exercise other breach of contract remedies. The presence of a "pay when paid" provision in a subcontract shall not preclude the OWNER inquiry into allegations of non-payment. The remedies for non-payment of subcontractors shall not be employed when the Contractor demonstrates that failure to pay results from a bonafide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts that result from this contract.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

90-7 PAYMENT WITHHELD. The OWNER may withhold all or part of any payment otherwise due the Contractor if any one of the following conditions exist:

a. Defective work or failure to execute the Work in strict accordance with the Contract Documents.
b. Unauthorized deviations from the Contract Documents.
c. Damage to another contractor.
d. Work not fully completed or corrected after Substantial or Final Completion.
e. Reasonable doubt that the Work will be completed within the Contract Time; and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
f. Failure to keep current as-built records at the Site as specified.
g. Unpaid amounts owed to the OWNER for fees and charges for services or permits, assessments for damage to OWNER property, or use of OWNER facilities and services.
h. Failure to comply with the minimum wage rate requirements as specified.
i. Failure to comply with the requirements of Specifications regarding Project Schedule.
j. Errors due to any cause that may be discovered in any previous progress payment.
k. Written request from contractor's surety to withhold payment(s).

When the above reasons for withholding payment are resolved, payment will be made for amounts previously withheld.

All Work covered by progress payments shall, at the time of the payment, become the sole property of the OWNER, but this shall not be construed as relieving the Contractor from the sole responsibility for Work upon which payments have been made or the restoration of any damaged Work, or waiving the right of the OWNER to require the fulfillment of all the terms of this Contract.

Following receipt of proper certified pay requests (as may be adjusted by the Engineer or OWNER), the OWNER shall make monthly progress payments as the Work proceeds and as approved by the OWNER. A proper pay request will be submitted on the DFW Pay Request form and have all appropriate blanks filled in and all documents or information substantiating the Contractor's right to payment required by the OWNER attached. The Contractor shall sign the Contractor's Certification as outlined on the form.

If the OWNER deems a pay request to be improper or defective, the OWNER will return the pay request to the Contractor for correction(s) and resubmission. In the event portions of the pay request are withheld in accordance with this Section, the balance of the eligible charges will be processed for payment.

90-8 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs will be paid.
d. Title to material so stored or stockpiled shall immediately vest in the OWNER upon the OWNER's payment to the Contractor for such material.
e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-9 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

Neither the Final Payment nor the remaining retained percentage shall become due until the Contractor submits to the OWNER:

a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the OWNER or the OWNER's property might in any way be responsible, have been paid or otherwise satisfied.

b. Consent of surety, if any, to Final Payment.

c. Other data establishing payment satisfaction of all such obligations, such as receipts, releases, and waivers of all liens arising out of the Contract, to the extent and in such form as may be designated by the OWNER.

Contractor shall obtain affidavits and consent from subcontractors per paragraphs a. and b. above prior to furnishing same to Owner.

If any subcontractor refuses to furnish a release or waiver required by the OWNER, the Contractor may furnish a release or waiver required by the OWNER, and a bond satisfactory to the OWNER, to indemnify the OWNER against any such lien.

If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by the issuance of Contract Change Order(s) affecting Final Completion, the OWNER shall, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainerage stipulated in the Contract Documents, and if bonds have been furnished as provided in the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed shall be submitted by the Contractor to the OWNER prior to certification of such payment. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.
The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Application for Payment. Neither Substantial Completion nor Final Completion and Final Payment shall occur until final and complete written approval of the Work, if required, has been obtained from the OWNER's Building Inspector, the OWNER's Fire Marshall and any applicable Health Departments.

END OF SECTION 90
SECTION 100 - CONTRACTOR QUALITY CONTROL PROGRAM

100-1 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-2 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least ten (10) calendar days before the start of construction.

The Quality Control Program shall be organized to address, as a minimum, the following items:

1. Quality control organization;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. Quality control testing plan;
6. Documentation of quality control activities; and
7. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-3 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.
The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract. Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

1. Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
2. Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
3. An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
5. Highway materials technician certified at Level III by NICET.
6. Highway construction technician certified at Level III by NICET.
7. A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. For projects less than $5 million, The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem. For projects $5 million and over, the Program Administrator shall be located on site for the project duration unless otherwise directed by the Engineer.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsmen with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise. The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
2. Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.
100-4 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number;
b. Item description;
c. Description of submittal;
d. Specification paragraph requiring submittal; and
e. Scheduled date of submittal.

100-5 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-6 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401);
b. Item description (e.g., Plant Mix Bituminous Pavements);
c. Test type (e.g., gradation, grade, asphalt content);
d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
f. Responsibility (e.g., plant technician); and
g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-07.

100-7 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.
Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description;
2. Compliance with approved submittals;
3. Proper storage of materials and equipment;
4. Proper operation of all equipment;
5. Adherence to plans and technical specifications;
6. Review of quality control tests; and
7. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

**b. Daily Test Reports.** The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

1. Technical specification item number and description;
2. Location;
3. Date of test;
4. Control requirements;
5. Test results;
6. Causes for rejection;
7. Recommended remedial actions; and
8. Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

**100-8 CORRECTIVE ACTION REQUIREMENTS.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

**100-9 SURVEILLANCE BY THE ENGINEER.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.
100-10 NONCOMPLIANCE.
a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
b. In cases where quality control activities do not comply with either the Contractor’s Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
   (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
   (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100
SECTION 110 - METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 GENERAL. When the specifications provide for material to be sampled and tested on a statistical basis, the material will be evaluated for acceptance in accordance with this section. All test results for a lot will be analyzed statistically, using procedures to determine the total estimated percent of the lot that is within specification limits. This concept, termed percent within limits (PWL), is a statistically based evaluation method, whereby the PWL is computed on a lot basis, using the average (X) and standard deviation (Sn) of the specified number (n) of sublot tests for the lot and the specification tolerance limits (L for lower and U for upper) for the particular acceptance parameter. From these values, the respective Quality index(s) (QL for Lower Quality Index and/or QU for Upper Quality Index) is computed and the PWL for the specified n is determined from Table 1.

110-2 METHOD FOR COMPUTING PWL. The computational sequence for computing the PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the sampling position within the sublot in accordance with the random sampling requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Average all sublot values within the lot to find X by using the following formula:

\[
X = \frac{(x_1 + x_2 + x_3 + \ldots + x_n)}{n}
\]

Where:

\( X \) = Average of all sublot values within a lot

\( x_1, x_2 \) = Individual sublot values

\( n \) = Number of sublots

e. Find the standard deviation Sn by use of the following formula:

\[
Sn = \sqrt{\frac{(d_1^2 + d_2^2 + d_3^2 + \ldots + d_n^2)}{n-1}}
\]

Where:

\( Sn \) = standard deviation of the number of sublot values in the set

\( d_1, d_2 \) = deviations of the individual sublot values \( X_1, X_2 \ldots \) from the average value \( X \)

that is: \( d_1 = (x_1 - X), d_2 = (x_2 - X), \ldots d_n = (x_n - X) \)

\( n \) = number of sublots

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index QL by use of the following formula:

\[
QL = \frac{(X - L)}{Sn}
\]

Where:
L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with QL, using the column appropriate to the total number (n) of measurements. If the value of QL falls between values shown on the table, use the next higher value of PWL.

g. For double sided specification limits (i.e. L and U), compute the Quality Indexes QL and QU by use of the following formulas:

\[
QL = \frac{(X - L)}{Sn} \quad \text{and} \quad QU = \frac{(U - X)}{Sn}
\]

Where:

L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with QL and QU, using the column appropriate to the total number (n) of measurements, and determining the percent of material above PL and percent of material below PU for each tolerance limit. If the values of QL fall between values shown on the table, use the next higher value of PL or PU. Determine the PWL by use of the following formula:

\[
PWL = \frac{(PU + PL)}{100}
\]

Where:

PL = percent within lower specification limit

PU = percent within upper specification limit
EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

   A-1 96.60  
   A-2 97.55  
   A-3 99.30  
   A-4 98.35  

   \( n = 4 \)

2. Calculate average density for the lot.

   \[
   X = \frac{(x_1 + x_2 + x_3 + \ldots + x_n)}{n}
   \]

   \[
   X = \frac{(96.60 + 97.55 + 99.30 + 98.35)}{4}
   \]

   \( X = 97.95 \) percent density

3. Calculate the standard deviation for the lot.

   \[
   S_n = \sqrt{\frac{((x_1 - X)^2 + (x_2 - X)^2 + (x_3 - X)^2 + (x_4 - X)^2)}{n-1}}
   \]

   \[
   S_n = \sqrt{\frac{(1.82 + 0.16 + 1.82 + 0.16)}{3}}
   \]

   \( S_n = 1.15 \)

4. Calculate the Lower Quality Index \( QL \) for the lot. \( (L = 96.3) \)

   \[
   QL = \frac{(X - L)}{S_n}
   \]

   \[
   QL = \frac{(97.95 - 96.3)}{1.15}
   \]

   \( QL = 1.4384 \)

5. Determine PWL by entering Table 1 with \( QL = 1.44 \) and \( n = 4 \).

   PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

   A-1 5.00  
   A-2 3.74  
   A-3 2.30  
   A-4 3.25  

2. Calculate the average air voids for the lot.

   \[
   X = \frac{(x_1 + x_2 + x_3 + \ldots + x_n)}{n}
   \]
Northeast End Around Taxiway Package II

General Provisions

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\[ X = \frac{(5.00 + 3.74 + 2.30 + 3.25)}{4} \]

\[ X = 3.57 \text{ percent} \]

3. Calculate the standard deviation \( S_n \) for the lot.

\[ S_n = \sqrt{\frac{((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2)}{4 - 1}} \]

\[ S_n = \sqrt{\frac{(2.04 + 0.03 + 1.62 + 0.10)}{3}} \]

\[ S_n = 1.12 \]

4. Calculate the Lower Quality Index \( Q_L \) for the lot. (\( L = 2.0 \))

\[ Q_L = \frac{(X - L)}{S_n} \]

\[ Q_L = \frac{(3.57 - 2.00)}{1.12} \]

\[ Q_L = 1.3992 \]

5. Determine \( P_L \) by entering Table 1 with \( Q_L = 1.40 \) and \( n = 4 \).

\( P_L = 97 \)

6. Calculate the Upper Quality Index \( Q_U \) for the lot. (\( U = 5.0 \))

\[ Q_U = \frac{(U - X)}{S_n} \]

\[ Q_U = \frac{(5.00 - 3.57)}{1.12} \]

\[ Q_U = 1.2702 \]

7. Determine \( P_U \) by entering Table 1 with \( Q_U = 1.27 \) and \( n = 4 \).

\( P_U = 93 \)

8. Calculate Air Voids \( P_{WL} \)

\[ P_{WL} = (P_L + P_U) - 100 \]

\[ P_{WL} = (97 + 93) - 100 = 90 \]
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**END OF SECTION 110**
SECTION 120 – ENVIRONMENTAL AND SAFETY PROVISIONS

120-1.0 ENVIRONMENTAL DEFINITIONS

BEST MANAGEMENT PRACTICE. Shall mean schedules of activities, prohibition of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

ENVIRONMENTAL IMPACT CLAIM. Shall mean any claim, suit, judgment, penalty, fine, loss, administrative proceeding, request for information, citation, notice, request, inquiry, or expense (including but not limited to any costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature.

ENVIRONMENTAL LAWS. Shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, Best Management Practices, codes, orders, governmental requirements related to discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.

HAZARDOUS MATERIAL. Shall mean any substance:

a. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
b. which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or

c. the presence of which on the Airport causes or threatens to cause a hazard to the health or safety of persons on or about the Airport; or

d. without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.

e.

PROCESS WATER. Means water which contains Hazardous Material from any point source subject to permit requirements or subject to the Texas Pollutant Discharge Elimination System, the National Pollutant Discharge Elimination System, the Clean Water Act, or the Texas Water Code, amendments thereto, and regulations promulgated pursuant thereto.

RELEASE. Means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment;

SAFETY LAWS. Means any applicable law, regulation, standard, or order of any governmental agency relating to worker safety.
SOLID WASTE. Shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act, and shall include sewage.

120-2.0 ENVIRONMENTAL PROVISIONS

Contractor represents, warrants, and covenants the following:

a. Contractor will obtain and maintain all licenses, permits, exemptions, registrations and other authorizations and provide any notices not obtained or provided by the OWNER pursuant to this Contract which is required under Environmental Laws for conducting the Work and Contractor’s operations at the Airport.

b. Contractor shall comply and shall cause all its employees, agents, sub-contractors, and other third parties under Contractor’s control to comply, and shall include in all subcontracts a provision requiring the sub-contractor to comply and all employees or other third parties under sub-contractor’s control to comply with all Environmental Laws. Not by way of limitation, but as emphasis only, Contractor represents, warrants, and covenants that:
   1. Paints and coatings will comply with 30 Texas Administrative Code Section 115.421 (2000), and any amendments or successor thereto.
   2. Work involving the use of cut-back asphalt will comply with the 30 Texas Administrative Code Section 115.512 (2000), and any amendments or successor thereto. Cut-back asphalt is defined as any asphaltic cement which has been liquefied by blending with petroleum solvents (diluents).

c. Contractor shall comply and shall cause its employees, agents, sub-contractors, and other third parties under Contractor’s control to comply with all OWNER’s policies, rules, regulations, and permits, including Chapter 7 of the OWNER’s Code of Rules and Regulations (a copy of which is attached hereto as an Exhibit), and to conduct the Work consistent with the OWNER’s commitments under the State Implementation Plan and the National Environmental Policy Act.

d. Contractor shall not cause, contribute to, or permit any Release of any Hazardous Materials, Solid Waste, or Process Water by Contractor or its employees, agents, sub-contractors, or other third parties under Contractor’s control into the environment or cause, contribute to, or permit any violation of any Environmental Law.

e. Contractor shall dispose of and cause its employees, agents, sub-contractors, or any other third party under Contractor’s control to dispose of any Solid Waste or Hazardous Materials generated or located at the Airport in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Contract, at the termination of this Contract shall remove and dispose of all Solid Wastes and Hazardous Materials not incorporated into the work in accordance with this Contract at its sole expense in a lawful and timely manner.

f. Contractor shall advise OWNER immediately of any potential or actual non-compliance with any Environmental Law or Safety Law on Airport property by any person.

g. Contractor shall, immediately upon receipt, provide OWNER with copies of any notice or other document issued to Contractor or its sub-contractors alleging non-compliance or investigating potential non-compliance with any Environmental Law or Safety Law at the Airport.

h. Contractor shall not initiate the Work unless and until it has submitted a Construction Application to OWNER and a Construction Permit has been issued for the project.

i. Contractor shall comply with the Construction Application Review Comments of D/FW Environmental Affairs Department. Contractor shall submit a completed Environmental Close-Out Checklist to D/FW Environmental Affairs Department upon completion of the Work.

j. The OWNER will ensure that the Contractor is notified not to initiate Work beyond the Scope of Work described in the relevant FAA review document issued to OWNER pursuant to the National Environmental Policy Act.

k. The Contractor shall use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the federal, state, local and airport authorities including any applicable State Implementation Plan and revisions thereto as provided by the OWNER. Evidence of such design and equipment will be maintained and made available for inspection by the OWNER’S Authorized Representative.

Northeast End Around Taxiway Package II
Contract No. 9500642
General Provisions
GP - 53
Revised 04/27/19
l. The Contractor shall monitor collected stormwater as required by OWNER’s Construction Application Review and/or relevant Construction Permit and/or Environmental Close-Out Checklist to insure it meets standards for allowable discharges set by appropriate laws, rules, regulations, ordinances and permits. Records of measurements will be retained by the Contractor for inspection by the OWNER’s Representative.

m. For sites equal to or greater than 5 acres, Contractor shall submit to D/FW Environmental Affairs a completed and signed original Notice of Intent for coverage under the TPDES General Permit for Storm Water Discharges From Construction Activities for submittal to the governing agency by the OWNER prior to receiving an approved construction permit.

n. Spills, leaks, or releases of Hazardous Material shall be reported immediately to the Airport Operations Center (AOC).

o. Contractor shall comply with OWNER’s Spill Reporting Policy, Clean Air Policy, and Hydrocarbon Spill Recovery for Airport Ramp Area.

p. Contractor shall provide a copy of its Storm Water Pollution Prevention Plan (SWPPP) to D/FW Environmental Affairs for review and approval prior to receiving an approved construction permit and the commencement of actual clearing, grading and/or excavation activity.

q. Upon final stabilization of all affected Work areas as defined in accordance with the requirements of the TPDES General Permit for Storm Water Discharges From Construction Sites, the following documents must be submitted to D/FW Environmental Affairs Department:
   1. One copy of the final SWPPP, signed and certified in accordance with 30 Texas Administrative Code (TAC) 305.44, including, at a minimum, the following items: all amendments, maintenance records, and inspection reports.
   2. For sites equal to or greater than 5 acres, a completed original Notice Of Termination (NOT) of Coverage Under the TPDES General Permit for Storm Water Discharges Associated with Construction Activity, signed in accordance with 30 TAC 305.44 for submittal by the OWNER to the governing agency.

r. While the OWNER may issue instructions to the Contractor concerning the placement and maintenance of erosion and sediment controls, the Contractor shall be solely responsible for complying with all requirements of the SWPPP. The SWPPP shall be reviewed periodically by Contractor for compliance and updated as needed to fit the changing requirements of the Contractor’s Work.
   1. From time to time, and in OWNER’s sole discretion, OWNER may conduct an inspection, assessment, and/or regulatory compliance audit of the Work and/or Contractor’s operations, including operations of Contractor’s employees, agents, sub-contractors, or any other third party under Contractor’s control. The OWNER may perform testing as needed and may conduct interviews of Contractor or its sub-contractors. Contractor will cooperate and will cause its employees, agents, sub-contractors, or any other third party under Contractor’s control to fully cooperate in such inspection, assessment, or audit. Contractor remains solely responsible for its environmental compliance, notwithstanding any OWNER inspection, audit, or assessment.
   2. If the Airport or adjacent property are contaminated or otherwise damaged or injured by any Solid Waste or Hazardous Materials released by Contractor or its employee, agent, sub-contractor, or any other third party under Contractor’s control, Contractor agrees to promptly undertake remediation of such contamination or damage to background levels, and to restore the affected property to its condition prior to such contamination or damage in all material respects, or to such condition that no deed recordation will be required; provided that, if Contractor does not promptly and fully remediate and restore the affected property, OWNER may, but is not required to, perform the remediation and restoration, and Contractor shall reimburse OWNER for all costs associated with such contamination, remediation, and restoration, including but not limited to consultants’ fees, contractor’s fees, penalties, attorneys’ fees, and costs of...
investigation and remediation, within twenty (20) days after OWNER delivers notice to Contractor of such costs.

3. Failure by Contractor or its subcontractors to comply with any Environmental Provision shall be considered a default for which OWNER may exercise its remedies in accordance with Section 80-11, Default and Termination of Contract.

120-3.0 ASBESTOS-CONTAINING MATERIALS

It is the policy of the D/FW Airport BOARD that all architects, engineers, consultants, general contractors, subcontractors, distributors, suppliers, and others receiving proceeds from this Contract be bound by the OWNER’s philosophy toward the use of asbestos within the boundaries of the D/FW Airport. Towards this end, Contractor covenants and agrees that it shall not use or install products containing asbestos in any form as part of this Contract or subsequent addendum or Change Order.

This provision applies to all materials and/or products placed in service within the boundaries of D/FW Airport under conditions and terms of this Contract. Contractor accepts and assumes all responsibility and liability for asbestos-containing products and/or materials installed or provided in performance of the Work. In addition, the Contractor accepts and assumes responsibility and liability for all expenses related to the removal, replacement and reparation of asbestos containing materials put in place under terms of this Contract. Should non-compliance of drawings, notations, and specifications within the asbestos prohibition contained herein be discovered by or on behalf of Contractor, the Contractor must promptly notify OWNER representatives in writing of the non-compliant notation or specification. The Contractor also certifies that a non-asbestos containing material or product of similar kind and quality will be substituted with the approval of the OWNER.

This provision reflects the mandate of the OWNER to promote the health, safety, and welfare of the general public and to establish a standard for response to asbestos within the limits of Airport authority. Contractor shall comply with all Environmental and Safety Laws relating to asbestos-containing materials. This provision supersedes and replaces all other references, specifications, and notations relating to asbestos-containing materials which may appear in this Contract.

If any underground transite pipe or fuel lines are encountered during the course of the project, the Contractor shall immediately notify the Construction Manager.

Any asbestos abatement performed must be conducted in accordance with applicable Environmental and Safety Laws, as well as OWNER standards. Asbestos abatement procedures must be submitted to D/FW Environmental Affairs for review and approval prior to beginning any abatement activity. No asbestos abatement Work may proceed without written authorization from the Airport Development & Engineering Department posted in the field with the Construction Permit.

If requested, manufactures of sealants, adhesives, gasket material, piping, curing materials, and similar building materials shall submit letters of certification to Contractor that their products are free of asbestos.

120-4.0 ENVIRONMENTAL INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND COUNCILS FROM AND AGAINST, AND TO REIMBURSE SAME WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, PENALTIES SUITS, ACTIONS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION AND REMEDIATION) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SUCH PARTIES AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF (A) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS SECTION 100 BY CONTRACTOR OR ANY EMPLOYEES, AGENTS,
SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL, (B) THE FAILURE OF CONTRACTOR TO PERFORM ANY OBLIGATION REQUIRED BY THIS SECTION 120 TO BE PERFORMED BY CONTRACTOR, OR (C) LOSS FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, CAUSED IN WHOLE OR IN PART BY OR ARISING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL; OR (D) THE VIOLATION BY CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL OF ANY BOARD ENVIRONMENTAL RULE OR REGULATION, BOARD PERMIT, BOARD POLICY, OR ANY ENVIRONMENTAL LAW.

120-5.0 SAFETY PROVISIONS

The Contractor covenants and agrees:

a. That it shall not cause or permit any hazardous chemical (as defined in 29 C.F.R. 1910.1200) to be brought upon the Airport without the prior written consent of OWNER. Consent may be given via the submittal process as long as all such materials are outlined on the submittal.

b. That it shall make available to OWNER a Material Safety Data Sheet (MSDS) for each hazardous chemical Contractor or its sub-contractors, employees, or agents five (5) days prior to delivery of material onto the Airport.

c. That its operations shall at all times remain in compliance with:
   1. OWNER’S written policies and requirements governing the identification and use of hazardous chemicals;
   2. All Safety Laws.

d. That it shall advise OWNER immediately of any potential or actual non-compliance by any person with any Safety Law on Airport property.

e. That it shall immediately upon receipt, provide OWNER with copies of any notice or other document issued to Contractor, its sub-contractors, or agents alleging non-compliance or investigating any potential non-compliance with any Safety Law at the Airport.

Neither the requirements of this clause nor any act or failure to act by the OWNER shall relieve the Contractor of responsibility or liability for the safety of the general public or OWNER, tenant, contractor, or subcontractor personnel or property.

120-6.0 SURVIVAL

The provisions of this Section, including the representations, warranties, covenants and indemnities of Contractor, shall expressly survive termination of this Contract.

END OF SECTION

END OF GENERAL PROVISIONS
Exhibit 7 – Technical Specifications & Plans
Exhibit 8 – Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

(Use the most up to date provisions at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/)
Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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RECORD OF CHANGES

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Item</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/29/2016</td>
<td>Entire Document</td>
<td>Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”.</td>
</tr>
<tr>
<td>2</td>
<td>6/10/2016</td>
<td>Table 1</td>
<td>Distracted Driving: Updated “Dollar Threshold” to $3,500 to reflect current micro-purchase threshold.</td>
</tr>
<tr>
<td>3</td>
<td>6/10/2016</td>
<td>A2, Affirmative Action</td>
<td>Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females”</td>
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</tbody>
</table>
| 4   | 6/10/2016  | A12, Disadvantaged Business Enterprise        | A12.3: Changed Title to “Required Provisions”
A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”
A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.
A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.
A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program. |
<p>| 5   | 12/12/2017 | Cover                                         | Change title of document for clarity                                                        |
| 6   | 12/12/2017 | 1. Purpose of this Document                  | Added clarifying text addressing purpose and limitations of this guidance.                 |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Item</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1.7-1.9: Added definitions of contract, applicant, bid</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>12/12/2017</td>
<td>2. Sponsor requirements</td>
<td>Added clarifying text addressing sponsor responsibilities.</td>
</tr>
<tr>
<td>8</td>
<td>12/12/2017</td>
<td>3. Typical Procurement Steps</td>
<td>Added clarifying text for typical procurement process steps.</td>
</tr>
<tr>
<td>9</td>
<td>12/12/2017</td>
<td>Table 1 – Applicability Matrix</td>
<td>Re-arranged table in alphabetic order.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Added “Solicitation” column to address solicitation provisions</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Item I, Seismic Safety: Added Limited Application</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Added note on Airport Concessions Disadvantaged Business Enterprises</td>
</tr>
<tr>
<td>10</td>
<td>12/12/2017</td>
<td>All Clauses</td>
<td>Clarifying revisions made to applicability section.</td>
</tr>
<tr>
<td>11</td>
<td>12/12/2017</td>
<td>A5, Civil Rights - General</td>
<td>Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee</td>
</tr>
<tr>
<td>12</td>
<td>12/12/2017</td>
<td>A6.3.1 Civil Rights – Solicitations</td>
<td>Added sponsor must select either DBE or ACDBE</td>
</tr>
<tr>
<td>12</td>
<td>12/12/2017</td>
<td>A12, Disadvantaged Business Enterprise</td>
<td>The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13</td>
</tr>
<tr>
<td>13</td>
<td>12/12/2017</td>
<td>A24, Tax Delinquency and Felony Conviction</td>
<td>New certification addressing contractor tax delinquency and felony conviction.</td>
</tr>
<tr>
<td>14</td>
<td>6/19/2018</td>
<td>6.2.1, Applicability of Title VI Solicitation Notice</td>
<td>For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.</td>
</tr>
<tr>
<td>15</td>
<td>6/19/2018</td>
<td>A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements</td>
<td>In second item, changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.</td>
</tr>
</tbody>
</table>
CONTRACT GUIDANCE

1. Purpose of this Document

1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.

2) Federal laws and regulations require that a sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

3) The term sponsor is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.

4) The term Owner is generally used in the solicitation or contract clauses because of its common use in public contracts.

5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.

6) For purposes of determining requirements for contract provisions, the term contract includes subcontracts and supplier contracts such as purchase orders.

7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

8) The term contractor is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

9) The term bid is understood to mean a bid, an offer, or a proposal.

10) Applicant:

   a. For the Equal Employment Opportunity (EEO) clause, the term applicant means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).

   b. For all other clauses, the term applicant means a bidder, offeror, or proposer for a contract.

2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

1) Include in its procurements the provisions that are applicable to its project.
2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.

3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled Applicability advises whether a particular clause or provision has mandatory language that a sponsor must use.

   (a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor’s name).

   (b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).

5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. **Typical Procurement Steps**

   The usual procurement steps in a project are:

   1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.

   2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.

   3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.

   4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.


Table 1 summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the solicitation in lieu of including the entire text.
Meaning of cell values

- **Info** – Sponsor has discretion on whether to include clause in its contracts.
- **Limited** – Provision with limited applicability depending on circumstances of the procurement.
- **n/a** – Provision that is not applicable for that procurement type.
- **NIS** – Provision that does not need to be included or referenced in the solicitation document.
- **REF** – Provision to be incorporated into the solicitation by reference.
- **REQD** - Provision the sponsor must incorporate into procurement documents.

### Table 1 – Applicability of Provisions

<table>
<thead>
<tr>
<th>Provisions/Clauses</th>
<th>Dollar Threshold</th>
<th>Solicitation</th>
<th>Professional Services</th>
<th>Construction</th>
<th>Equipment</th>
<th>Property (Land)</th>
<th>Non-AIP Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Records and Reports</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Affirmative Action Requirement</td>
<td>$10,000</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
<tr>
<td>Breach of Contract</td>
<td>$150,000</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Buy American Preferences</td>
<td>$0</td>
<td>REF</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
<tr>
<td>(1) Buy American Statement</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
<tr>
<td>(2) BA – Total Facility</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
<tr>
<td>(3) B.A. – Manufactured Product</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
<tr>
<td>Civil Rights – General</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>Civil Rights - Title VI Assurances</td>
<td>$0</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(1) Notice - Solicitation</td>
<td>$0</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(2) Clause - Contracts</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(3) Clause – Transfer of U.S. Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Limited</td>
<td>REQD</td>
</tr>
<tr>
<td>(4) Clause – Transfer of Real Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>REQD</td>
</tr>
<tr>
<td>(5) Clause - Construct/Use/Access to Real Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>REQD</td>
</tr>
<tr>
<td>(6) List – Pertinent Authorities</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
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<td>Clean Air/Water Pollution Control</td>
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<td>REQD</td>
<td>REQD</td>
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<td>REQD</td>
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<td>Contract Work Hours and Safety Standards</td>
<td>$100,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
</tr>
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<td>Copeland Anti-Kickback</td>
<td>$2,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
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<td>Davis Bacon Requirements</td>
<td>$2,000</td>
<td>REF</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
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<td>Debarment and Suspension</td>
<td>$25,000</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>Limited</td>
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<td>Disadvantaged Business Enterprise</td>
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<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
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<td>Distracted Driving</td>
<td>$3,500</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
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<td>Energy Conservation Requirements</td>
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<td>NIS</td>
<td>REQD</td>
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<td>Equal Employment Opportunity</td>
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<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
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<td>(1) EEO Contract Clause</td>
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<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
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<td>(2) EEO Specification</td>
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<td>Limited</td>
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<td>n/a</td>
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<td>Federal Fair Labor Standards Act</td>
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<td>REQD</td>
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<td>Foreign Trade Restriction</td>
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<td>REQD</td>
<td>n/a</td>
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<td>Lobbying Employees</td>
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<td>REF</td>
<td>REQD</td>
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<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
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<td>$0</td>
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<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
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<td>Info</td>
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<td>Prohibition of Segregated Facilities</td>
<td>$10,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
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<td>Recovered Materials</td>
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<td>REQD</td>
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<td>Limited</td>
<td>n/a</td>
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<td>Rights to Inventions</td>
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<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
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<td>Seismic Safety</td>
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<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
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<tr>
<td>Tax Delinquency and Felony Conviction</td>
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<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
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<td>Termination of Contract</td>
<td>$10,000</td>
<td>NIS</td>
<td>REQD</td>
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<td>n/a</td>
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<td>Veteran’s Preference</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.
APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333
2 CFR § 200.336
FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor’s contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor’s language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4
Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, “Participation Goals for Minorities and Females”. EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer’s plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds $10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.
Use of Provision – MANDATORY TEXT. The sponsor must:

(a) Incorporate the text of this provision in its solicitations without modification.
(b) Incorporate the applicable minority participation goal and the covered area by geographic name.
(c) Not simply insert a reference to the 1980 Federal Register Notice.

### A2.3 SOLICITATION CLAUSE

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

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

- Goals for minority participation for each trade: 18.2%
- Goals for female participation in each trade: 6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Texas, Dallas County, DFW Airport.
A3  BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A 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) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests before issuing a solicitation for bids or a request for proposal for a project. The sponsor must submit Type 3 or Type 4 waiver requests prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured
goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

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

________________________________________   __________________________________
Date                                           Signature

________________________________________   __________________________________
Company Name                                     Title
A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
   a) Only installing steel and manufactured products produced in the United States;
   b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
   c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:
a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product  
b) Detailed cost information for total project using non-domestic product  

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

_________________________  ________________________________  
Date                        Signature

_________________________  ________________________________  
Company Name                Title
A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions—one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the
Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
**A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

**A6.1 SOURCE**

49 USC § 47123  
FAA Order 1400.11

**A6.2 APPLICABILITY**

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

**A6.2.1 Applicability of Title VI Solicitation Notice**

<table>
<thead>
<tr>
<th>Contract Clause</th>
<th>The Sponsor must include the contract clause in:</th>
<th>Clause Text is Included in Paragraph</th>
</tr>
</thead>
</table>
| **Title VI Solicitation Notice** –  
  - Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses  
  - Assurance 30d of the Airport Sponsor Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements **regardless of funding source**. | A6.3.1 |
| **Title VI Clauses for Compliance with Nondiscrimination Requirements**  
  - Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses  
  - Assurance 30e.1 of the Airport Sponsor Assurances | Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)  
  It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause. | A6.4.1 |
<table>
<thead>
<tr>
<th>Contract Clause</th>
<th>The Sponsor must include the contract clause in:</th>
<th>Clause Text is Included in Paragraph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title VI Required Clause for Property Interests Transferred from the United States</td>
<td>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor. This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</td>
<td>A6.4.2</td>
</tr>
<tr>
<td>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.3 of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</td>
<td>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</td>
<td>A6.4.3</td>
</tr>
<tr>
<td>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.4a of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</td>
<td>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program This applies to agreements such as leases of concession space in a terminal.</td>
<td>A6.4.4</td>
</tr>
<tr>
<td>• Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.4b of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title VI List of Pertinent Nondiscrimination Acts and Authorities</td>
<td>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</td>
<td>A6.4.5</td>
</tr>
<tr>
<td>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.2 of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All sponsor proposals for negotiated agreements regardless of funding source.

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

**A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (**Title of Sponsor**) will accept title to the lands and maintain the project constructed thereon in accordance with (**Name of Appropriate Legislative Authority**), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (**Title of Sponsor**) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (**Title of Sponsor**) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (**Title of Sponsor**), its successors and assigns.
The \textit{(Title of Sponsor)}, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] (and)* (2) that the \textit{(Title of Sponsor)} will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

\textbf{6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program}

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

\textbf{CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM}

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the \textit{(Title of Sponsor)} pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, \textit{(Title of Sponsor)} will have the right to terminate the (lease,
license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (Title of Sponsor) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will thereupon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
A6.4.5  Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by the U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

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

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

Contractor must include this requirement in all subcontracts that exceeds $150,000.
A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

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

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination.

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.
A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)
29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.
A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)
29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Fencing Projects – Fencing projects that exceed $2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

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

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

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

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

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,
withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

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


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.


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.

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

10. Certification of Eligibility.
(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.
DEBARMENT AND SUSPENSION

SOURCE

2 CFR part 180 (Subpart C)
2 CFR part 1200
DOT Order 4200.5

APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

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

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

SOLICITATION CLAUSE

Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.
A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal – No mandatory language provided. 49 CFR §26.53 requires a sponsor’s solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. The sponsor may require the contractor’s submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.

2. Solicitations Relying on Race-gender Neutral Means – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

3. Contracts Covered by DBE Program – MANDATORY TEXT PROVIDED. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.
A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

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

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);  
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);  
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)
The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from DFW International Airport (Sponsor). The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DFW International Airport (Sponsor). This clause applies to both DBE and non-DBE subcontractors.
A13  DISTRACTED DRIVING

A13.1  SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2  APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

A13.3  CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.
A14  ENERGY CONSERVATION REQUIREMENTS

A14.1  SOURCE

2 CFR § 200, Appendix II(H)

A14.2  APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A14.3  CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).
A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32


A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.
A16  EQUIAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.1  SOURCE

2 CFR 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

A16.2  APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types —

Construction — The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment — The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services — The sponsor must include contract and specification language into all professional service agreements as required above.

Property — The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision — MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.
A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

**A16.3.2 EEO Specification**

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

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

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. Encourage present minority and female employees to recruit other minority persons and women
and, where reasonable, provide after school, summer, and vacation employment to minority and
female youth both on the site and in other areas of a contractor’s workforce.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

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

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

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

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

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

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

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor’s agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 29 USC § 201. The sponsor must select contractor or consultant, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

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

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR part 200, Appendix II(J)
49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

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

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the
Equal Employment Opportunity clause of this contract.
A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
A21  PROCUREMENT OF RECOVERED MATERIALS

A21.1  SOURCE

2 CFR § 200.322
40 CFR part 247
Solid Waste Disposal Act

A21.2  APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

  Construction and Equipment – Include this provision in all construction and equipment projects.

  Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR § 200.

A21.3  CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

  1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

  2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.
The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.
A22  RIGHT TO INVENTIONS

A22.1  SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2  APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes experimental, developmental, or research work.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3  CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
A23  SEISMIC SAFETY

A23.1  SOURCE

49 CFR part 41

A23.2  APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3  CONTRACT CLAUSE

A23.3.1  Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2  Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program.
Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.
A24  TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1  SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

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

A24.2  APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

A24.3  CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is (✓) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

**Term Definitions**

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

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address termination for cause and termination for convenience by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – MANDATORY TEXT. Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

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

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

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

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

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

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

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

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions...
necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104
49 CFR part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on
the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign
country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in
order to render, in good faith, the certification required by this provision. The knowledge and
information of a contractor is not required to exceed that which is normally possessed by a prudent
person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an
award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous
certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of
the contract or subcontract for default at no cost to the Owner or the FAA.
A27 VETERAN’S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 USC § 47112.

A27.3 CONTRACT CLAUSE

VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
**Exhibit A - Insurance Requirements (ROCIP 2.0)**

1. **Insurance:**

   **A. DEFINITIONS FOR INSURANCE PROVISIONS**
   1. “We”, “us”, or “our” means the Dallas/Fort Worth International Airport Board.
   2. “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
   3. “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
   4. For purpose of defining Additional Insured and Waiver of Subrogation, the term “Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas” (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

   **B. GENERAL REQUIREMENTS**
   1. OWNER has elected to implement a mandatory Rolling Owner Controlled Insurance Program (ROCIP) that will provide Commercial General Liability, Excess Liability, Contractor's Pollution Liability, and Builders' Risk for all eligible contractors of every tier enrolled in the ROCIP and performing onsite construction activities related to the Project. Such coverage applies only to work performed under this Agreement at the Project site. All eligible contractors of every tier providing direct labor and services to the Project site will be required to participate. Eligible contractors of every tier must complete the enrollment process as outlined in the ROCIP MANUAL, in order to participate in the ROCIP as enrolled contractors. The ROCIP Manual is incorporated by reference into the Contract and accordingly, all provisions require mandatory compliance.

   2. OWNER agrees to pay all premiums associated with the ROCIP including policy deductibles unless otherwise stated in the Contract or ROCIP Manual. All eligible contractors of every tier must exclude insurance costs for coverage provided under the ROCIP from their bids and all cost of work associated with the Contract.

   3. The ROCIP Manual provides a general summary of the coverage provided by the ROCIP. A complete description of the terms and conditions of coverage is provided in the insurance policies. The ROCIP policies are available for review by the enrolled contractors upon request to the OWNER. The enrolled contractors agree to be bound by the terms and conditions as contained in such insurance policies. Although the ROCIP is intended to provide uniform insurance protection and dedicated limits, the Contractor acknowledges that the ROCIP is not intended to and does not meet all the insurance needs of the Contractor or subcontractors. In addition to any insurance provided by the OWNER, all enrolled contractors and all excluded subcontractors shall be responsible for providing certain insurance as specified in paragraph 3.D. below at their own cost and expense. Contractor and all subcontractors shall discuss the ROCIP with its insurance agent or consultant to ascertain that other necessary coverages are maintained. The furnishing of insurance by the OWNER through the ROCIP will in no way relieve or limit, or be construed to relieve or limit any enrolled contractor of any responsibility, liability or obligation imposed by the Contract or by law, including without limitation, any indemnification obligations which any enrolled party has to the OWNER thereunder.

   4. The Contractor shall insert the substance of this Section and the ROCIP Manual in subcontracts under this Contract that require work on property owned or operated...
by, or under the control of, the OWNER and shall require subcontractors to comply with all ROCIP requirements and to provide and maintain the insurance required herein or the Contractor may provide said insurance coverage for the subcontractor(s). Before entry of each such Contractor or subcontractor's personnel on the Project site, the eligible subcontractor(s) shall comply with the ROCIP enrollment requirements, which includes furnishing to the ROCIP Administrator, the completed enrollment form and a current certificate of insurance meeting the requirements of the Contract. All excluded subcontractors shall provide a current certificate of insurance meeting the requirements of the Contract. The Contractor shall maintain a file of all such certificates on site and readily available for review by the OWNER or its authorized representative.

5. Additionally, Contractor and all subcontractors shall comply with the requirements of the Dallas/Fort Worth ROCIP Safety Program - Construction Safety Guidelines Manual. All of Contractor's and each subcontractor's agents and employees must complete the required pre-assignment substance abuse screening, which consists of an eight (8) panel, rapid screen test, criminal background check, and social security number (SSN) verification. Upon verification of completion, the Contractor and all subcontractors shall be required to have all Project agents and employees participate in a four (4) hour orientation and Safety Training Program before being eligible to work on the Project.

6. Eligible Contractors include contractors of all tiers performing labor or services at the Project site. Suppliers that perform or subcontract installation, temporary labor services, leasing companies providing direct labor and joint ventures and all joint venture partners are considered eligible contractors. The OWNER may at its discretion, include a contractor or subcontractor who otherwise, by definition would be an excluded contractor.

7. Enrolled Contractors include contractors of all tiers who have been awarded work, who have submitted the required enrollment form, have met all enrollment requirements, and have been issued a Certificate of Insurance by the ROCIP Administrator.

8. Excluded Contractors are not eligible for coverage in the ROCIP without prior approval from the OWNER and are defined in the ROCIP Manual. Excluded Contractors shall be required to maintain their own insurance, at their own expense, as set forth in Contractor Required Coverage. This insurance shall apply to all work associated with the Project. Excluded Contractors shall furnish certificates of insurance, giving evidence that all required insurance is in force prior to beginning work.

9. The OWNER intends to maintain coverages until the expiration of the policy or until the Project has been completed or put to its intended use, whichever occurs first.

10. The OWNER reserves the right to terminate or modify the ROCIP or any portion thereof. The OWNER will provide (30) days written notice to the enrolled Contractor covered by the ROCIP. The enrolled Contractor will obtain appropriate replacement insurance coverage acceptable to the OWNER and provide evidence of such insurance prior to the effective date of the termination or modification of the ROCIP coverage. Written evidence of such insurance will be provided to the OWNER prior to the effective date of the termination or modification of the ROCIP coverages. The reimbursement for the cost of such replacement insurance will be calculated on pro-rata portion of actual insurance cost to replace the ROCIP coverages.
11. You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board’s Assistant Vice President of Risk Management.

12. All required policies must be written through a company approved to transact that class of insurance business in the State of Texas, with a minimum rating of ‘A -” and ‘VII’ by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.

13. All required policies, except policies for workers’ compensation, professional liability and pollution liability, shall designate the below mentioned parties as “Additional Insureds”.
   a. “Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas, et al”.

14. All required policies shall waive the insurer’s right of recovery or subrogation against the Board and the Cities. Claims charged against ROCIP will not be subrogated. Contractor will be responsible for any ROCIP policy deductible as indicated in the ROCIP Manual.

15. If any policy is in excess of a self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding $100,000.

16. All required policies must be primary with respect to coverage provided for the Board.

17. All required policies must be non-contributory with other coverage or self-insurance available to the Board.

18. All required Liability policies, except Pollution & Professional, must be written on an “Occurrence Form.” Neither “Modified Occurrence” nor “Claims-Made” policies are acceptable, and the Contractor will be in contractual default if your insurance is “Modified Occurrence” or “Claims Made.” If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor’s first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

19. All required liability policies must cover cross-suits between insureds.

20. All required liability policies must contain a “severability of interests” provision.

C. REQUIRED COVERAGE LIMITS

1. Workers’ Compensation Texas Statutory Coverage

   2. Employer’s Liability Insurance
      - $500,000 Each Accident
      - $500,000 Each Disease, Each Employee
      - $500,000 Each Disease Policy Limit

   3. All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub
sub-tenants, performing work for the Board, or entering upon the Board’s premises, must be covered by Texas Workers’ Compensation.

4. If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board’s Risk Management Department (Risk Management) with a Hold Harmless and Indemnification Agreement in the form attached in the “Proposal Response Forms” section.

5. **Commercial General Liability (CGL)**
   - Limit Any One Occurrence $1,000,000
   - Damage to Rented Premises $100,000
   - Personal and Advertising Injury $1,000,000
   - Policy Aggregate $2,000,000
   - Products and Completed Operations Aggregate $2,000,000

6. CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).

7. Policy coverage must be on an “occurrence” basis using the 1986, or successor, CGL form(s) as approved by the Texas State Board of Insurance.

8. Attachment of Endorsement CG2503, Amendment-Aggregate Limits of Insurance and CG2010, Additional Insured (per project).

9. Aggregate limits of General Contractors or construction contracts General Liability policies shall be “per project” or “per location,” as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.

10. If the contractor’s operations involve excavation, grading, filling, backfilling, road or similar construction, General Liability policy shall not contain exclusions for subsidence or earth movement.

11. If the contractor’s operations involve any construction, General liability policy shall not contain exclusions for hazards of explosion (“X”), collapse (“C”) or underground (“U”).

12. If the contractor’s operations involve any construction, reconstruction, repair or similar work, General liability policy shall not contain any exclusion for such work.

13. **Business Automobile Liability**
   - Combined Single Limit for Each Accident $500,000
     - a. Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer’s Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.
     - b. Auto pollution liability coverage is required on vehicles hauling hazardous cargo.
c. If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

D. ADDITIONAL LIMITS REQUIRED FOR EXCLUDED CONTRACTORS WITH OPERATIONS IN SECURE/AOA AREAS

1. Excess Liability (Secure Side)  
   Limit Any One Occurrence/Aggregate  
   $5,000,000

2. Excess Liability (AOA)  
   Limit Any One Occurrence/Aggregate  
   $10,000,000

3. Total limits required may be satisfied through a combination of Primary and Excess/Umbrella Liability insurance policies.

4. Excess/Umbrella Liability coverage must follow form or be at least as broad as the underlying Primary insurance.

E. ADDITIONAL COVERAGE AND LIMITS THAT MAY BE REQUIRED as needed for specific contracts. Note that additional limits may be required if warranted by exposure.

1. Professional Liability Insurance (if providing a service)  
   $1,000,000
   a. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
   b. If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first professional service to the Board.

2. Pollution Liability Insurance unless provided by the Owner (if exposure to pollutants)  
   $1,000,000
   a. If you have any exposure to asbestos, lead, mold, (including any work which could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, you shall provide appropriate Pollution Liability or Environmental Impairment insurance.
   b. If the Pollution Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

F. ADDITIONAL REQUIREMENTS

1. If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have ‘care, custody & control’ exclusion deleted from your Commercial General Liability policy, or provide Rigger’s Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.

2. If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.

3. If you will store, warehouse, or otherwise have custody of property belonging to others
in connection with our contract, you must have Warehousemen’s Liability, Bailee’s Customers’ Goods, Garage-Keeper’s Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.

4. If our contract calls for you to construct a structure, you must purchase and maintain “All-Risk” Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions, unless covered by the Owner. This policy shall name Dallas Fort Worth International Airport Board as Loss Payee, as their interest may appear.

5. If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an “All-Risk” Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).

6. If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.

7. If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Obligee".

8. Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.

9. The General Contractor shall endeavor to verify that such Subcontractors are in compliance with all contractual insurance requirements.

10. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

11. Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

G. CERTIFICATION OF INSURANCE

1. Upon execution of the contract or prior to commencement of work, whichever is first, you shall provide your contract administrator with a current insurance certificate by emailing your certificate to dfwcoi@dfwairport.com, with your contract number and business name in the subject line. Please copy your contract administrator on email submissions. You shall cause your insurance data to be kept current with DFW Board for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

2. Fax or e-mail insurance certificates to the following:
   Email: dfwcoi@dfwairport.com
   FAX: (972) 973-5651

3. You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10)
4. You shall provide to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.

5. No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.

6. Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.

7. No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

H. WAIVER OF SUBROGATION: Insurers shall have no right of recovery or subrogation against the Airport BOARD (OWNER) et al, it being the intention of the parties that insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

I. TO THE EXTENT COVERAGE IS PROVIDED BY THE ROCIP, OWNER AND CONTRACTOR AGREE TO WAIVE THEIR RIGHTS AS FOLLOWS

1. Builders' Risk - Waiver of Rights of Recovery: To the extent coverage is provided by the ROCIP and the property insurance policy of the Airport Board, the Airport Board expressly waives its rights of subrogation and recovery against the Contractor or subcontractors of any tier for physical loss or damage to the insured property that exceeds the Contractor's $25,000 deductible. Except as respects the per occurrence deductible shown above, each contractor or subcontractor waives any and all rights of subrogation and recovery each may have to recover physical loss or damage to the insured property against the Airport Board (OWNER); or its agents or assigns, and other contractors performing work related to the Project.

2. Contractor waives all rights of subrogation and recovery against Airport Board (OWNER), its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers to the extent of any claims, loss or damage, which is insured under the ROCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against Airport Board (OWNER), its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers. Each contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.
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OVERVIEW

Sponsor has elected to implement a Rolling Owner Controlled Insurance Program (R/OCIP) for Enrolled Contractors providing direct labor at the Project Site. The Sponsor agrees to pay all premiums for coverages provided by the R/OCIP.

The advantages of a Rolling Owner Controlled Insurance Program include:

- Uniform insurance protection and dedicated limits;
- Extended completed operations coverage;
- Centralized safety, loss prevention and claims handling program; and
- Reduction of potential litigation between contractors.

PARTICIPATION IS MANDATORY, except for Excluded Contractors, as defined herein, BUT IT IS NOT AUTOMATIC. Each Eligible Contractor must follow enrollment procedures as described in Section 2 and Section 9.

Eligible Participants with experience modifiers exceeding 1.50 may be required to provide additional information for review and approval. Eligible Participants who are not approved will not be covered under the R/OCIP and, at the Sponsor’s discretion, not able to work on the Project. If allowed to provide Work for the Project, this entity must provide all coverage required of an Excluded Participant.

The Sponsor requires that contractors Bid Net of insurance costs provided under the R/OCIP. Compensation payable to the Contractors for performance of the work will exclude all costs of General Liability, Contractor's Pollution Liability, Builders' Risk and Excess Liability insurance with limits specified in the Contractor Required Coverage section of this Manual. Initial bids and subsequent change orders must exclude all costs for insurance coverage provided under the R/OCIP. Each Contractor warrants that all insurance premium calculations for work performed at the Project Site have been correctly identified and removed from their bids and any subsequent change orders.

R/OCIP enrollment and compliance are as important as the actual work specifications. All terms and conditions of this R/OCIP Manual are incorporated by reference into your contract and, accordingly, all provisions require mandatory compliance.

The R/OCIP Manual may only be updated and distributed during the course of the Project by the R/OCIP Administration AND subject to review and final approval by the Sponsor. Any revised versions shall replace and supersede any previous versions.

NOTE: This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the Contractors, and if any such conflict occurs, the contract documents will govern.
CONTRACTORS’ RESPONSIBILITIES

All Contractors are required to reasonably cooperate with the Sponsor, the R/OCIP Administrator, and the R/OCIP insurance carrier(s) in all aspects of the R/OCIP operation and administration. Contractors’ responsibilities include:

- Include R/OCIP 2.0 contract provisions and requirements in all subcontracts/agreements;
- Incorporate the R/OCIP 2.0 Manual by reference into the successful bidders’ awarding Contract;
- Enforce enrollment of all subcontractors, except for those identified as Excluded Contractors as participation is mandatory.
- Provide each subcontractor with a copy of the R/OCIP 2.0 Manual and any Project Safety Manuals;
- Verify subcontractors are able to complete the TradeTapp Pre-enrollment Process;
- Assist in securing the required documentation information from their subcontractors;
- Comply with insurance requirements and Section 7 – Claim Management Procedures and Section 8 – Project Safety;
- Notify the R/OCIP Administrator of all subcontracts awarded by completing the Notice of Subcontract Award Form (including subs that may be excluded);
- Promptly pay General Liability, Builder’s Risk & Contractor’s Pollution Liability deductibles;
- Attend all meetings regarding R/OCIP administration, claims or safety issues, as required;
- Cooperate with insurance companies, Sponsor, and R/OCIP Administrator regarding requests for claims information or other information required under the program;
- Maintain and report receipts or payments made to subcontractors as required by the R/OCIP;
- Contractors shall also provide Certificate(s) of Insurance as required in Section 5 of the R/OCIP 2.0 Manual prior to beginning work at the Project Site;
- Complete the following administrative process within the time frames specified below:
  - Notice of Subcontract Award and Request for Insurance – Upon execution of subcontract.
  - R/OCIP 2.0 Enrollment – Prior to starting work on-site as determined by the Sponsor.
  - Notice of Completion – Upon completion.
- Assure that all eligible Contractor(s) of all tiers are enrolled and the appropriate certificates of insurance have been provided to the R/OCIP Administrator for all Excluded Contractors, prior to starting work onsite;
• Unless otherwise directed by the Sponsor, all Contractors not enrolled in the R/OCIP will be required to participate in the Sponsor’s Project Safety Program and maintain their own insurance coverage of the types and with limits set forth in Section 5;

• Assignment of Return Premiums: The Sponsor shall be responsible for payment of all premiums associated with the R/OCIP and will be the sole recipient of any dividend(s), rebate(s), and/or return premium(s) generated by the ROCIP. In consideration of Sponsor’s provision of R/OCIP coverage, each Enrolled Contractor agrees to:
  o Confirm that all applicable insurance costs have been excluded from their cost of work associated with their work at the Project Site for coverages provided under the ROCIP 2.0 and cooperate with the R/OCIP Administrator;
  o Irrevocably assign to, and for the benefit of, the Sponsor, all return premiums, premium refunds, premium discounts, dividends, retentions, credits and any other funds in connection with the R/OCIP. Contractors agree to evidence such assignment by executing and delivering the Enrollment Forms. Contractors further agree to require each eligible lower tier subcontractor to execute the assignment on the Enrollment Form, for the benefit of the Sponsor.

• Contractors shall NOT commence work on the Project Site until:
  Eligible Contractors
  o Eligible Contractors must have completed all of the enrollment requirements below and received a Certificate of Insurance issued by the R/OCIP Administrator confirming they are enrolled.

  Excluded Contractors
  o Excluded Contractors must have provided approved Certificate(s) of Insurance and required endorsements to the R/OCIP Administrator as evidence that all required insurance coverages are in force. The R/OCIP Administrator will identify the Excluded Contractor as authorized to begin Work.

Enrollment

Enrollment in or Exclusion from the R/OCIP 2.0 program is mandatory but NOT automatic. Access to the Project Site will not be granted until enrollment is completed. Unenrolled/Excluded Contractor(s) and/or subcontractor(s) do not have any insurance coverage under the R/OCIP.

• Each Eligible Contractor working at the Project Site shall complete the Enrollment Process on the WillCIP Portal in its entirety, identifying the dollar amount of the General Liability premium excluded from your bid, and submit it to the ROCIP Administrator along with copies of their company’s General Liability policy declaration and rate pages. Contractors’ calculations shall be based upon rates in force at the time of the contract bid and are not subject to change during the contract period. Contractors shall accurately estimate all on-site, unburdened payroll and/or contract value/receipts by class code.

• If a Contractor is awarded more than one contract on the project, the Contractor is required to complete a separate Enrollment for each contract unless otherwise instructed by the R/OCIP Program Administrator.

• Eligible Participants with experience modifiers exceeding 1.50 must notify the R/OCIP Administrator on the enrollment documents submitted online. The R/OCIP Administrator will notify the Contractor if
additional information is required for review and approval. Eligible Participants who are not approved will not be covered under the R/OCIP and at the Sponsor’s discretion, may be excluded from the Project. If allowed to provide Work for the Project, this entity must provide all coverage required of an Excluded Contractor.

- Contractors shall also provide Certificate(s) of Insurance for off-site insurance as required in Section 5 of the R/OCIP 2.0 Manual.

**Notice of Subcontract Award**

- When an Enrolled Contractor awards a subcontract, the awarding Contractor shall complete the Notice of Subcontract Award for each subcontractor in the WillCIP Portal online.
- The Enrollment requirements will be emailed to the subcontractor contact provided. The awarding Contractor shall ensure that their subcontractors complete the Enrollment Process and submit all required information to the R/OCIP Administrator.

**Closeout Process**

- An Enrolled Contractor can make a Request for Final Payment, when it has completed its Work at the Project Site and no longer has on-site workers. The Notice of Contract Completion Form shall be completed by the contractor and submitted to the R/OCIP Administrator.
Dear Interested Contractor,

Thank you for your interest in working with DFW Airport. We value strong relationships with our contractors and suppliers and strive to develop a solid team with those companies who are giving their very best to our industry. Therefore, we have a pre-enrollment form required for all companies to fill out during the pre-bid process. You will receive an email invitation to create a free account from “DFW via TradeTapp”.

We are dedicated to our teams and the communities to ensure our jobsites are safe and quality driven. We look forward to working with you in the future.

1. Check your inbox

In the coming days you will receive an email invitation to create a new account with TradeTapp, guiding you to the online questionnaire. This invitation will come from “DFW via TradeTapp”. Don’t forget to check your Spam folder if you can’t locate it in your Inbox.

Click “Accept Invitation” to create a new account (or login if you are already a TradeTapp user.)

For additional questions about TradeTapp, their security, or any aspect of our prequalification process, please contact the TradeTapp team at support@tradelapp.com © 2019. TradeTapp, by BuildingConnected. All Rights Reserved.
2. Locate your questionnaire
Click “Open” to begin. If you’ve already completed a form for another GC, all answers will automatically appear populate in the new questionnaire. Complete all subsequent required fields.

3. Submit!
Once you’ve completed all required questions, click “Submit”.

4. Your application is complete
Upon submitting your questionnaire, you will see a confirmation page from TradeTapp.

Now what?
- **Stay qualified.** After completing your questionnaire, you’ll be able to quickly renew your profile to ensure your qualification is up-to-date.
- **Faster qualification moving forward.** Now, other GCs using TradeTapp can easily invite you to qualify without asking you to start from scratch, helping you win more bids faster.
- **Need more time?** You can always return to your application as many times as you would like before submitting. Your answers will be automatically saved in the application.

Have questions? Our support team is ready to assist you. Email us at support@tradetapp.com
SECTION 3

PROGRAM DIRECTORY

SPONSOR

Dallas Fort Worth International Airport BOARD

P. O. Box 619428
DFW Airport, TX 75261-9428
Office: 972-973-5650

DFW Risk Management

Crystal Burley
cburley@dfwairport.com

P.O. Box 619428
DFW Airport, TX 75261-9428
Office Phone: 972-973-2549

R/OCIP Program Manager

Nancy Jarmon
Willis Towers Watson
Njarmon@dfwairport.com

3003 South Service Road, Trailer D-1
DFW Airport, TX 75261
Office Phone: 972-973-2394

R/OCIP Program Director

Chet Mitrani
Willis Towers Watson
Chet.mitrani@willistowerswatson.com

15305 North Dallas Parkway, Suite 1100
Addison, TX 75001
Phone: 972-715-6230

R/OCIP Safety Manager

Tony Meza
Global Learning Solutions
Tmeza@dfwairport.com

3003 South Service Road, Trailer D-1
DFW Airport, TX 75261
Phone: 972-768-7452

R/OCIP Safety Consultant

Kyle Duke
Willis Towers Watson
Kyle.duke@willistowerswatson.com

15305 North Dallas Parkway, Suite 1100
Addison, TX 75001
Phone: 972-715-2124
R/OCIP Insurer Claims Contact

Primary R/OCIP Insurance Carrier
HDI Insurance Specialty Group
161 North Clark Street, 48th Floor
Chicago, IL 60601

Lead R/OCIP Excess Insurance Carrier
Allied World National Assurance Company
27 Richmond Road, Pembroke HM 08, Bermuda
## DEFINITIONS

<table>
<thead>
<tr>
<th><strong>Bid Net Program</strong></th>
<th>Contractor’s original scope of work and subsequent change orders will be bid <strong>without</strong> insurance costs for coverages provided under the R/OCIP.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contractor</strong></td>
<td>As respects the R/OCIP, “Contractor” includes: construction managers at risk, prime contractors, general contractors, joint venture entities and subcontractors of all tiers that perform work on the Project Site.</td>
</tr>
<tr>
<td><strong>Rolling Owner Controlled Insurance Program (R/OCIP)</strong></td>
<td>A coordinated insurance, safety and claim management program, under which Commercial General Liability, Excess Liability, Builders’ Risk and Contractor’s Pollution Liability are procured or provided on a project basis for all Enrolled Contractors, while performing operations at the Project Site.</td>
</tr>
<tr>
<td><strong>Eligible Contractors</strong></td>
<td>Contractors and Subcontractors of all tiers performing labor or services at the Project Site are eligible to be enrolled in the R/OCIP 2.0. Suppliers that perform or subcontract installation, temporary labor services, leasing companies providing direct labor, and joint ventures and all joint ventures partners are considered Eligible Contractors. The Sponsor may, at its discretion, include a Contractor who otherwise, by definition, would be an Excluded Contractor. This can only be done with the prior approval of the Sponsor.</td>
</tr>
<tr>
<td><strong>Enrolled Contractors</strong></td>
<td>Contractor(s) and Subcontractor(s) of any tiers who have been awarded work, who have submitted all necessary enrollment forms, have met all enrollment requirements, and have been issued a Certificate of Insurance by the R/OCIP Administrator.</td>
</tr>
</tbody>
</table>
Excluded Contractors

Contractors or companies excluded from the R/OCIP are described below. Exclusion is not automatic; a company must have an approved certificate on file with the R/OCIP before coming on site.

- Vendors, suppliers (who do not perform or subcontract installation at the Project Site), material dealers; manufacturing representatives, equipment and rental companies who perform equipment maintenance (does not apply to those who provide operators);
- Contract haulers or truckers (or others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site);
- Asbestos abatement or other hazardous materials remediation;
- Architects, engineers, surveyors, soil testing contractors and their consultants;
- Contractors whose sole scope of work includes Exterior Insulation and Finish Systems (EIFS) unless approved;
- Contractors whose sole scope of work includes blasting and/or structural demolition;
- Guard services, janitorial services and food services;
- The Sponsor may at its discretion exclude others from the R/OCIP.

Project

As determined by Dallas Fort Worth International Airport Risk Management

Project Site/Activities

The premises, as designated by Sponsor and approved by the insurance carrier including any construction activities that are described or referenced in the contract documents as part of or incidental to the Project Site. The "designated project" shall include the work site(s) associated with Project Site, any staging, storage, or parking area(s) and any other similar areas dedicated to the Project that are under the control of Sponsor. This does not include Contractors’ regularly established workplace, plant, factory, office, shop, warehouse, permanent yards or other off-site locations of contractors, even if such locations are for fabrication of materials to be used at the Project Site.

Sponsor

Dallas Fort Worth International Airport Board (DFW) - The entity that determines which insurance coverages will be included, procures the policies and controls the insurance program.
R/OCIP INSURANCE COVERAGE

This section provides a brief description of the coverages provided under the R/OCIP 2.0. The Contractor shall refer to the actual policies for details concerning coverages, endorsements, exclusions, and limitations. Copies of policies are available upon written request to the R/OCIP Administrator.

The Sponsor has procured, and will maintain the insurance coverages described below for the “Enrolled Contractors”. The Sponsor intends to maintain coverages until the expiration of the policy or the project has been completed or put to it intended use, whichever occurs first.

While R/OCIP 2.0 is intended to provide uniform coverages and reasonable limits, the R/OCIP is not intended to meet all the insurance needs of the Enrolled Contractors. Contractor shall discuss R/OCIP 2.0 with its insurance agent or consultant to assure that proper coverages are maintained. The Contractor’s agent shall also be notified that the work performed on-site will be insured under the R/OCIP 2.0. The intent of this notification is to inform the Contractor's standard program underwriters that the insurance coverages provided under the R/OCIP 2.0 are primary on the Project Site.

The R/OCIP includes the following coverages for Enrolled Contractors performing Work at the Project Site. A more detailed summary of coverage can be found in Exhibit 1 in Section 10 of this Manual.

**Commercial General Liability:** (For Enrolled Contractors, off-site operations are excluded unless scheduled & approved by insurance carriers).

<table>
<thead>
<tr>
<th>Limits of Liability</th>
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</thead>
<tbody>
<tr>
<td>Shared by all Insureds</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
</tr>
</tbody>
</table>

- Limits reinstate annually except products/completed operations
- Policy provides Products Completed Operations Extension coverage for ten years or Statute of Repose, (whichever is less), per policy terms and conditions.
- A per occurrence deductible of $10,000 will be the responsibility of the Contractor

A General Liability policy will be issued for all Enrolled Contractors naming Enrolled Contractors as Named Insureds.

**Excess Liability:** (For Enrolled Contractors, off-site operations are excluded)

<table>
<thead>
<tr>
<th>Limits of Liability</th>
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</thead>
<tbody>
<tr>
<td>Shared by all Insureds</td>
</tr>
<tr>
<td>Each Occurrence</td>
</tr>
<tr>
<td>Annual General Aggregate (reinstates annually)</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate (term limit)</td>
</tr>
</tbody>
</table>
Single layered Excess Liability policies will be issued for all Enrolled Contractors naming all Enrolled Contractors as Named Insureds. Coverage applies excess of the Commercial General Liability referenced above.

**Contractors Pollution Liability**
The Contractors Pollution Liability insurance policy provides coverage to all claims as a result of third-party bodily injury, property damage (including natural resource damage) or clean-up costs caused by “pollution conditions” resulting from covered operations that are performed by or on the behalf of Contractors and Subcontractors of all tiers, excluding asbestos abatement and other hazardous materials specialty contractors, at the Project Site. Coverage shall also include on- and off-site transportation, non-owned disposal site coverage (if scheduled and applicable to the project) and a minimum of ten (10) years of completed operations.

The policy will have a limit of $20,000,000 each loss and a $20,000,000 policy aggregate limit. The policy shall be written on an occurrence basis.

A per occurrence deductible of $25,000 will be the responsibility of the Contractor.

**Evidence of Coverage**
Certificates of Insurance will be issued to each Enrolled Contractor by the R/OCIP Administrator evidencing the R/OCIP 2.0 coverage described above. Contractor agrees to be bound by the terms and conditions of the R/OCIP Policies.

**Builders Risk:**
Builders Risk coverage will be provided with limits equal to the replacement cost of the work, subject to sub limits.

A per occurrence deductible of $25,000 will be the responsibility of the Contractor.

*Excluded Items:* The insurance will not cover tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented, leased or used by the enrolled parties in the performance of the work, not intended for specific installation into the project.

**Waiver of Rights of Recovery:** To the extent coverage is provided by the ROCIP and the property insurance policy of the Airport Board, the Airport Board expressly waives it's rights of subrogation and recovery against the Contractor or subcontractors of any tier for physical loss or damage to the insured property that exceeds the $25,000 deductible shown above. Except as respects the per occurrence deductible shown above, each contractor or subcontractor waives any and all rights of subrogation and recovery each may have to recover physical loss or damage to the insured property against the Airport Board; or its agents or assigns, and other contractors performing work related to the project.

**Waiver of Subrogation**
Contractor waives all rights of subrogation and recovery against Airport Board, its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers to the extent of any claims, loss or damage, which is insured under the R/OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against Airport Board, its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers. Each contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.
**Contract Termination:** Upon completion of all their work at the Project Site, Contractors whose practice policies have been endorsed with a Designated Workplace Exclusion Endorsement should advise their broker/agent of the completion of the work and request the endorsement be deleted from their policies. The endorsement must be deleted prior to any Contractor undertaking warranty work at the Project Site. Enrolled Contractors with more than one enrolled contract will maintain coverage under the Sponsor’s R/OCIP until the last contract is terminated.

**R/OCIP Termination/Modification**
The Sponsor reserves the right to terminate or modify the R/OCIP or any portion thereof. The Sponsor will provide thirty (30) days advance written notice of termination or material modification to the Enrolled Contractor(s) covered by the R/OCIP. In such event, the Enrolled Contractor(s) will promptly obtain appropriate replacement insurance coverage acceptable to the Sponsor. Written evidence of such insurance will be provided to the Sponsor prior to the effective date of the termination or modification of the R/OCIP coverages. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of actual insurance cost to replace the R/OCIP coverages.
CONTRACTOR REQUIRED COVERAGE

All Contractors are required to maintain, the following coverage, at their own expense and for the duration of their contract. These coverages must be maintained to protect both the Sponsor and the Contractor from off-site exposures. The limits shown below are minimum limits and are not intended to limit the Contractors' liability.

All Contractors shall maintain and shall require each of their Subcontractor(s) to obtain and maintain all insurance requirements.

Workers’ Compensation and Employers Liability: (On and offsite)

Part One – Workers’ Compensation

Part Two – Employers’ Liability

| Bodily Injury by Accident, each accident | $500,000 |
| Bodily Injury by Disease, each employee   | $500,000 |
| Bodily Injury by Disease, policy limit    | $500,000 |

The policy must be endorsed to include a Waiver of Subrogation in favor of the Sponsor and other entities, as required by contract. A copy of the Waiver of Subrogation endorsement must be attached to the Contractors’ Certificate of Insurance.

Waiver of Subrogation in favor of the Sponsor and any additional entities required as per written contract.

Commercial General Liability:

For Enrolled Contractors, insurance for losses that occur AWAY FROM THE PROJECT SITE and after the earlier of project completion or R/OCIP termination, and for Excluded Contractors losses that occur AT AND AWAY FROM THE PROJECT SITE with limits not less than:

<table>
<thead>
<tr>
<th></th>
<th>All Entities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises (Each occurrence)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Med Expense</td>
<td>$5,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Comp/Op Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
• Occurrence Form, 1986 or successor ISO CGL

• Name the Sponsor and any additional entities, as required by contract as Additional Insureds and must state that coverage is afforded on a primary and non-contributory basis. The General Liability Additional Insured Endorsement must be ISO CG 20 10 11 85 form or its equivalent.

• Waiver of Subrogation in favor of the Sponsor and also any additional entities, as required by written contract.

• Policy shall not contain exclusions for hazards of explosions (“X”), collapse (“C”) or underground (“U”).

• Any deductibles will be the responsibility of the Contractor.

• Contractor’s practice policy shall be on an Excess and/or Difference in Conditions basis with respect to the R/OCIP coverage. Inclusion of the Project Site on the Contractor’s policy shall not replace the ROCIP coverages.

**Commercial Automobile Liability (On and off-site)**

Business Automobile Liability insurance shall cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired or used by, or on behalf of, the Contractor on or away from the Project Site. Such insurance will provide coverage not less than that of the standard Commercial Automobile Liability policy in limits not less than:

<table>
<thead>
<tr>
<th>All Entities</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>(Each accident)</td>
<td></td>
</tr>
</tbody>
</table>

• Contractual liability, if not provided in the policy form, is to be provided by endorsement.

• Sponsor and any additional entities as required by contract, included as Additional Insured, if not provided in the policy form on a primary and noncontributing basis.

• Waiver of Subrogation in favor of the Sponsor and also any additional entities, as required by written contract.

• If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

**Umbrella/Excess Liability:**

For Excluded Contractors operating vehicles within the Air Operations Area (AOA) as respects Automobile Liability only:
As respects, **Excluded** Contractors operating vehicles on Airport property, **outside** the Air Operations Area (AOA), as respects Automobile Liability only:

<table>
<thead>
<tr>
<th>Excluded Contractor</th>
<th>Within AOA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

Policy coverage must be on an “occurrence” basis.

**The Sponsor has purchased the additional $10,000,000 Umbrella/Excess Liability policy covering **Excluded **Contractors working within the AOA**.

The Liability limit requirement may be met by primary coverage or combination of primary and umbrella/excess.

**Aircraft Liability:**

Each Occurrence Limit and in the Aggregate: $1,000,000

Coverage shall be provided for owned, hired, and non-owned aircraft, including Passenger Liability.

Required only if the Contractor intends to operate an aircraft of any kind at the project site (including unmanned aircraft/drones), must maintain liability insurance naming the Sponsor and other entities, as required by contract, as additional insureds on a primary and non-contributing basis.

**Professional Liability:**

All professional services firms and Contractors performing design services must provide professional liability insurance as required by contract.

**Contractors Pollution Liability**: (For Excluded Contractors including Abatement Contractors & hazardous material Contractors):

Each Occurrence Limit and in the Aggregate: $1,000,000

Required for all work associated with asbestos, lead, mold, (including any work which could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, requires the provision of appropriate Pollution Liability or Environmental Impairment insurance. Coverage must comply with other contract requirements.
Certificates of Insurance

All Contractors shall maintain the required insurance without interruption from the date of commencement of work throughout the warranty period. All Contractors shall provide the R/OCIP Administrator with Certificates of Insurance evidencing the coverages, limits, and amendments to the policies prior to commencement of work on the Project Site. Coverage must be with an authorized insurance carrier having an A- or higher A.M. Best rating and be of acceptable financial size. The Sponsor reserves the right to request copies of policies or specific endorsements. Failure of any Contractor or other party to provide such Certificates of Insurance will not be relief from the responsibility to carry and maintain such insurance. A sample certificate is included in the Forms Section.

Additional Insured Endorsement
Excluding Professional Liability and Workers’ Compensation/Employer’s Liability, all Liability Policies, shall name the Sponsor and any additional entities, as required by contract as Additional Insureds and must state that coverage is afforded on a primary and non-contributory basis. The additional insured coverage shall not require privity of contract between the additional insured and the named insured. The additional insured coverage shall not be limited to vicarious liability for the negligence of the named insured. IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT OWNER MAY REQUIRE FROM CONTRACTOR, THEN CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS AGREEMENT SHALL BE READ TO CONFORM TO SUCH LAW.

Waiver of Subrogation

Contractors’ policies shall include a Waiver of Subrogation in favor of the Sponsor and any additional entities as required by contract.

Notice of Cancellation

The Contractor shall specifically be required to provide a written thirty (30) day notice of cancellation for non-renewal or material change and ten (10) day notice in the event of cancellation for non-payment of premium to the R/OCIP Administrator.

Survival

The insurance requirements described in the R/OCIP Manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Contractor assumes pursuant to its contract. The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract or any subcontract.

No Release

The Sponsor’s procurement and provision of the R/OCIP shall in no way relieve the Contractor of any responsibility or liability under this contract, any applicable law, statute, regulation or order, except the responsibility of securing the R/OCIP coverages if, and commencing when, the Contractor becomes an Enrolled Contractor.
CLAIMS MANAGEMENT PROCEDURES

This section explains the process to be followed in the event of an accident or incident that may result in a claim. The DFW R/OCIP Program Manager must be notified of any accidents, incidents or unusual circumstances that may result in claims. In the event of loss:

- Immediately arrange for first aid or medical emergency transport if necessary
- Protect undamaged property to the extent reasonably and safely possible
- Take photographs and/or measurements as applicable
- Identify witnesses and secure contact information
- Do not discuss the loss with anyone other than authorized project management
- Cooperate fully with R/OCIP Carrier’s adjuster

1. INTRODUCTION

If you have questions about any of these guidelines or encounter an unusual situation, contact:

R/OCIP Program Manager, (972) 973-2394

Contractors and subcontractors of every tier are responsible for their own Workers' Compensation and Automobile Liability Coverage. All accidents should be reported to your primary insurance carriers. Any workers’ compensation or automobile accidents occurring on DFW property must also be reported to the R/OCIP Program Manager.

Contractors and subcontractors are responsible for their own off-site Commercial General Liability insurance. All off-site claims should be reported to your primary GL carriers.

2. LAWSUIT OR LITIGATION GUIDELINES

The R/OCIP Program Manager must be notified by email or telephone upon service of all lawsuits or citations filed against DFW prime contractors, subcontractors of any tier, the DFW Airport Board or any other entities involved in the DFW R/OCIP Projects. The served defendant shall, upon service, deliver all original copies of lawsuits or citations to:

- Deliver to: DFW R/OCIP Program Manager, njarmon@dfwairport.com
- Mail to: DFW Board
  Risk Management
  P.O. Drawer 619428
  DFW Airport, TX 75261
- Retain copies for your file
Failure to timely answer a lawsuit may result in a default judgment. The contractor or subcontractor receiving the lawsuit will be financially responsible for all judgments and expenses associated with a default judgment.

3. INCIDENT / ACCIDENT GUIDELINES

a. Initial Claim Reporting

The Employer must report all workers’ compensation claims to their WC carrier. A copy of contractor incident report shall be sent to the R/OCIP Manager for information purposes only.

b. Serious Injuries or Fatalities

Serious injuries or fatalities must be reported immediately to the R/OCIP Program Manager or R/OCIP Safety Manager by telephone.

“Serious Injury” includes, but is not limited to:

- Fatalities
- All spinal cord injuries
- Burns to 10% or more of the body’s surface
- Paralysis
- Dismemberment or Amputations or crushing injuries
- Loss or impairment of eyesight or hearing; or
- Severe scarring.
- A sexual assault or battery, including, but not limited to, rape, molestation or sexual abuse.
- Severe head injuries
- Occupational diseases of any kind
- Exposure to toxic substances
- Any single occurrence resulting in hospitalization of three or more persons.

c. OSHA Records

Maintenance of records required by the Federal Occupational Safety and Health Administration and any other applicable regulations are the responsibility of each contractor.
3. COMMERCIAL GENERAL LIABILITY GUIDELINES

a. REPORTING

Any occurrence involving bodily injury or property damage that may result in a general liability claim should be reported to the R/OCIP Program Manager on a DFW ROCIP Accident/Incident Report.

The completed form shall be submitted to the R/OCIP Program Manager at the R/OCIP office within 24 hours from notice of potential claim. The R/OCIP Manager will check the form for accuracy and report the claim to the carrier within four hours of receipt.

The carrier will coordinate the investigations of commercial general liability claims. All contractor and subcontractor personnel will cooperate with the carrier’s reasonable investigation efforts.

A per occurrence deductible of $10,000 will be the responsibility of the Enrolled Contractor

Refer to the Commercial General Liability flow chart.
COMMERCIAL GENERAL LIABILITY OCCURRENCE REPORTING

EVENT OCCURS

Medical attention if required

Contractor causing events completes DFW R/OCIP Accident/Incident Reporting Form

Contractor submits DFW R/OCIP Accident/Incident Reporting Form, to R/OCIP Manager

R/OCIP Manager files claim with CARRIER by FAX or email

R/OCIP Manager contacts CARRIER to confirm receipt
4. **BUILDER’S RISK PROPERTY GUIDELINES**

a. **COVERAGE**

   Covered property includes all material and equipment that will be permanently incorporated into the Project.

b. **REPORTING AND POST-LOSS RESPONSIBILITIES**

   The affected contractor must complete the DFW R/OCIP Accident/Incident Reporting Form. The form shall be promptly submitted to the ROCIP Program Manager at the Project site. The R/OCIP Manager will check the form for accuracy and report the claim to Willis Towers Watson by email/fax within four hours after receipt.

   Each party affected by the loss should separate damaged property from undamaged property.

   Each party affected by the loss should protect property under its control from further damage (act as a prudent businessperson with no insurance coverage).

   Each party affected by the loss should prepare an inventory of the destroyed and damaged property, listing applicable replacement cost, repair costs, etc.

   Each party affected by the loss should set up a separate bookkeeping account in order to capture all the costs and expenses relating to the loss.

   Each party affected by the loss should retain copies of all related invoices and purchase orders, as these may be needed as proof of claim.

   All builders’ risk losses will be coordinated by Willis Towers Watson and the R/OCIP Program Manager. Any developments that could in any way affect the loss should be immediately brought to the attention of the R/OCIP Program Manager.

   Contact the R/OCIP Program Manager immediately if there is any uncertainty on how to proceed. CARRIER will coordinate the investigations of Builder's Risk claims. Contractor personnel will cooperate with carrier’s reasonable investigation efforts.

   Refer to the Builder’s Risk flow chart.

   **The contractor or subcontractor experiencing the loss is responsible for the first $25,000 of any loss. Should more than one contractor or subcontractor incur damage to covered property, each contractor or subcontractor shall be responsible for their own pro rata share of the applicable deductible or deductibles up to $25,000.**
BUILDER'S RISK OCCURRENCE REPORTING

EVENT OCCURS

Responsible contractor completes DFW R/OCIP Accident/Incident Report

Contractor submits DFW R/OCIP Accident/Incident Report to R/OCIP Manager

R/OCIP Manager transmits the DFW R/OCIP Accident/Incident Report to Willis and Carrier

R/OCIP Program Manager Contacts carrier to confirm receipt
5. ENVIRONMENTAL LIABILITY GUIDELINES

a. Reporting

Any occurrence involving Environmental Liability must be reported immediately to the ROCIP Program Manager. The ROCIP Manager will report the claim to Willis Towers Watson if under the Contractor’s Pollution Liability policy by email/telephone as soon as possible after receipt of notice and must follow-up to confirm receipt and that claim has been reported to the carrier.

CARRIER will coordinate the investigations of Environmental Liability claims. All contractor personnel will cooperate with carrier’s reasonable investigation efforts.

A per occurrence deductible of $25,000 will be the responsibility of the Contractor.
PROJECT SAFETY

Contractor shall comply with the requirements of the DFW Safety Plan and be required to have all project employees participate in orientation and Safety Training Program before being eligible to work on the project. The makeup and content of these programs are outlined below.

Safety Orientation Program

Upon confirmation workers have completed the required pre-assignment substance abuse screening which consists of a five (5) panel, rapid screen test and criminal background check, the newly employed, promoted, and/or transferred personnel shall be eligible to receive an orientation regarding the general safety and health rules and regulations as well as the site specific policies and hazards prior to starting work on the construction site. The Contractor shall be responsible for the compliance with this requirement for their employees, Subcontractors and sub-subcontractors, and visitors. Documentation of this orientation shall be maintained on file for review (Reference R/OCIP Project Safety Guidelines).

Project specific stickers (provided by the Sponsor) will be issued to an employee following their orientation, and then documented on the training Log Sheet. It is the responsibility of the contractor to ensure that non-English speaking employees receive these same instructions in a language they understand. Workers will attend the 4 hour Safety orientation and training sessions conducted in both English (Tuesday) and Spanish (Thursday) to all personnel. The 4 hour sessions shall include at a minimum the following topics:

- Unique hazards of the project
- Personal protective equipment (Appropriate work attire, 100% Eye and Hard Hat protection)
- 6-Foot fall rule - 100% continuous fall protection (including steel erection and scaffolds)
- Hand and Power Tools
- Material Handling
- Stairway and Ladder Safety
- Rigging and Flagging
- Electrical Safety (Including Lock Out / Tag Out Procedures)
- JHA / Pre-Task Planning
- Substance abuse policy
- Disciplinary procedures
- Site Specific Hot Work Requirements

R/OCIP Orientations is held in trailers behind DCC. Check with the ROCIP Safety Consultant, Tony Meza (972) 768-7452, for location.
R/OCIP 2.0 ENROLLMENT PROCESS

WillCIP Portal

- Enrollment Email Request
- Registration Process
- Enrollment Process
- Required Documentation Attachments
- Notice of Subcontract Award and Request for Insurance
- R/OCIP Related Documents

R/OCIP 2.0 Forms

- R/OCIP Sample Certificates of Insurance
- R/OCIP Notice of Completion Form
- R/OCIP Accident / Incident Investigation Form
Enrollment email request will arrive from the WTW Project Manager. User will select the hyperlink in the email. If the hyperlink does not work the user should copy and paste the full link into their web browser.

The email provides a brief introduction to the CIP and the access the user will have. The email also includes the contact information for the WTW Project Manager.

When the user initially accesses the site the user will need to complete a registration screen. Please see sample on the following slide.
The initial screen will be the Registration Screen for the Portal. Please complete all fields to access the actual contract portal site.

- **Name** – Provide first and last name
- **Date** – Today’s date
- **Title** – Title of individual completing the registration
- **Email** – Company Email Address
- **Phone** – Office Phone Number
- **Create Pin** – Pin number for future use (Suggest at least 6 characters)

Once complete, read agreement, Click Sign, Click Agree to terms and conditions and click Submit. If the subcontractor has already enrolled via paper forms they will still need to register to access the site.
Saving as Favorite

Once the user opens the site it would be a good idea to save as a favorite so that you do not need to refer back to the email to access the portal.

Here are instructions to save as a favorite.
• From the Portal Screen using your keyboard – hold down CTRL+D
• This opens the Add a Favorite Window
• Enter Name for the Favorite
• Add to existing folder or
• Create a New Folder by clicking on the New Folder Icon - Name the Folder - Select location of Folder then click Create
• Select the current location or select Folder from dropdown list click Add
Provides user the current status of your company’s enrollment for the specified contract. The Portal also provides a brief description of the program and advises who the user needs to contact should they need assistance. User will also be able to see the following items:

- **Subcontractors**
  - Lower Tier Subcontractor Name
  - Current status of lower tier’s enrollment
  - Contract Estimated Start Date

- **Uploaded Documents**
  - Provides access to required documents uploaded by the subcontractor’s representative

- **Notes**
  - Provides access to comments and notes regarding the contract
Enrollment

When the user selects Enrollment Information this displays the Sections that will need to be completed by the subcontractor to complete the enrollment process:

- Contract Information
- Insurance Information
- Insurance Credit
- Contacts
- Required Documents

When the items are initially displayed there will be a red exclamation mark which provides a visual of the items that need to be completed. When each item is completed correctly the red exclamation mark will change to a green check mark. There will be an explanation of each section in the following slides.
The Contract Information screen has several fields pre-populated based on information provided on the Notice of Award by the Awarding Contractor. As the subs enroll they are to review the data provided update any blank fields and make corrections where necessary.

When the form is submitted if a required field is left blank the sub will not be able to submit the form. Required fields will be highlighted in Red. Below is the list of the 15 required fields:

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<td>Address</td>
<td>City</td>
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<td>Zip</td>
<td>Contract Value</td>
<td>Type of Work</td>
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<td>Start Date</td>
<td>Estimated Completion Date</td>
<td>Awarded By</td>
</tr>
<tr>
<td>Title</td>
<td>Award Date</td>
<td>Place a check mark next to “I have reviewed and agree with information submitted in this Section.”</td>
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</tbody>
</table>

If the user submits the form and needs to make corrections the user will be required to advise why an update is being made by entering the reason in the Update Description field.
Insurance Information

The user will need to provide their Non-CIP Broker information in this section. They will also need to provide the General Liability policy information.

The user will need to place a check mark next to the statement “I have reviewed and agree with the information submitted in this Section.” to save/submit the information.

If the user submits the form and needs to make corrections the user will be required to advise why an update is being made by entering the reason in the Update Description field.
Insurance Credit

Users will need to complete this section to calculate the estimated insurance cost for each contract. For Bid Net project’s the user will need to provide the General Liability Class Code(s); Estimated Work Hours and Estimated Payroll or Receipts. If there are questions on how to complete please contact your Willis Towers Watson Project Manager.

The user will need to place a check mark next to the statement “I have reviewed and agree with the information submitted in this Section.” to save/submit the information.

If the user submits the form and needs to make corrections the user will be required to advise why an update is being made by entering the reason in the Update Description field.
Contacts Information

User will use this section to enter the Contract Contact information at the time of enrollment.

The user will need to place a check mark next to the statement “I have reviewed and agree with the information submitted in this Section.” to save/submit the information.

If the user submits the form and needs to make corrections the user will be required to advise why an update is being made by entering the reason in the Update Description field.
This screen provides the user the details of the documents that are required for enrollment. The user will upload each required document by using the Browse icon next to each field if more than one document needs to be attached for a specific field users can upload using the Additional Document Fields. Users can also submit Document one then come back and submit additional documents.

The user will need to place a check mark next to the statement “I have reviewed and agree with the information submitted in this Section.” to save/submit the information.

If the user submits the form and needs to make corrections the user will be required to advise why an update is being made by entering the reason in the Update Description field.
To begin the Enrollment process for subcontractors the user would select Notice of Award and complete the required fields listed below.

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<td>Place a check mark next to “I have reviewed and agree with information submitted in this Section.”</td>
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The user will need to place a check mark next to the statement “I have reviewed and agree with the information submitted in this Section.” to submit the information.
Once a Subcontractor’s Enrollment is compliant the user will be able to select CIP Certificate and view/print their certificate of Insurance for future reference.

The All Contacts section allows users to add and/or update contact information. This allows users to still keep record of the initial Enrollment Contacts.

Project Documents section this section provides users access to current PDF versions of pertinent project documents the Owner/Sponsor of the CIP has approved to share on the site such as:

- CIP Insurance Manual
- CIP Insurance Requirements, etc.
- Safety Manual
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED

INSURER(S) AFFORDING COVERAGE NAIC#

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INSURER A: AM BEST RATING A- or Better
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INSURER C:
INSURER D:
INSURER E:
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CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dallas Fort Worth International Airport ROCIP

CERTIFICATE HOLDER

Dallas Fort Worth International Airport ROCIP Administrator
P.O. Box 612008
Trailer D-1
DFW Airport, TX 75261-2008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER

CONTACT NAME:

PHONE: (A/C, No. Ext):

FAX: (A/C, No.):

ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURED

INSURER A: AM BEST RATING A- or Better

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WC STATUTORY LIMITS</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>OTH-ER</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>A</td>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD TUT, Additional Remarks Schedule, if more space is required)

Dallas Fort Worth International Airport ROCIP

CERTIFICATE HOLDER

Dallas Fort Worth International Airport ROCIP Administrator
P.O. Box 612008
Trailer D-1
DFW Airport, TX 75261-2008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DFW R/OCIP 2.0 Sample Certificate of Insurance

Please return your Certificate of Insurance with all of the following endorsements attached:

1. General Liability Additional Insured Endorsement
2. General Liability Waiver of Subrogation
3. Automobile Liability Additional Insured Endorsement
4. Automobile Liability Waiver of Subrogation
5. Workers’ Compensation Waiver of Subrogation

The below language can appear in the DESCRIPTION OF OPERATIONS section of the certificate of insurance you provide as part of your DFW ROCIP Enrollment however the actual endorsements will still be required:

Dallas Fort Worth International Airport BOARD, et al* are listed as an additional insured on all applicable policies listed on this certificate. A waiver of subrogation is extended to Dallas Fort Worth International Airport BOARD, et al* on all applicable policies listed on this certificate. Excess/Umbrella coverage listed sits above and follows form the Automobile Liability policy listed on this certificate. Insurance is primary and will not seek contribution from any insurance held by the additional insureds. *Dallas Fort Worth International Airport BOARD, et al consists of the following: Board of Directors of the Dallas Fort Worth International Airport, the cities of Dallas and Fort Worth, Texas, their respective officers, directors, agents, employees, volunteers and designated and/or authorized representatives and subsidiary agencies. WC Coverage includes the State of Texas. Thirty Day Notice in favor of Certificate Holder is endorsed on all policies.
DFW R/OCIP 2.0
NOTICE OF CONTRACT COMPLETION FORM
(to be submitted to – nancy.jarmon@willistowerswatson.com)

Project Name: __________________________________________________________
Contract/SA #: ________________________________________________________
Company Name: __________________________________ Phone: __________________
Attention: __________________________________ Fax: ______________________
Address: ______________________________________________________________
City, State Zip: _________________________________________________________

Please be advised, we, ____________________________________________ are scheduled to complete our work for:

Awarding Contractor: ___________________________ Prime Contractor: __________
Project Description: ___________________________ Actual Start Date: ____________
Completion Date: ____________________________
Estimated Contract Value: $ ___________ Final Contract Value: $ ___________
Self-Performed Work: $ ___________ Subcontracted Work: $ ___________

We used the following enrolled subcontractors who will also complete their work on the date shown above:

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>Estimated Contract Value</th>
<th>Final Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________________</td>
<td>______________________</td>
<td>____________________</td>
</tr>
<tr>
<td>__________________________________</td>
<td>______________________</td>
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<tr>
<td>__________________________________</td>
<td>______________________</td>
<td>____________________</td>
</tr>
<tr>
<td>__________________________________</td>
<td>______________________</td>
<td>____________________</td>
</tr>
</tbody>
</table>

This is our only contract ☐ YES ☐ NO
We are still working on the following contracts:

<table>
<thead>
<tr>
<th>Location Code</th>
<th>Awarding Contractor</th>
<th>Prime Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td>____________________</td>
<td>__________________</td>
</tr>
<tr>
<td>__________________</td>
<td>____________________</td>
<td>__________________</td>
</tr>
<tr>
<td>__________________</td>
<td>____________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

Your Company’s Name: ___________________________ Date: ___________________

By: __________________________ Title: __________________________

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: __________________________ Phone: __________________________
Address: ________________________ Fax: __________________________
City, State Zip: __________________ Email: ________________________
DFW R/OCIP 2.0 Notice of Contract Completion Form Completion Guide

The DFW R/OCIP 2.0 Notice Contractor Completion Form is to be filled out each Enrolled Contractor when they have completed their enrolled scope of work at DFW. All Enrolled Contractors must complete this form in order to make the ROCIP Team aware of their completion and to finalize their participation in the R/OCIP 2.0 for each enrolled contract. To ensure each enrolled contract is promptly and accurately closed out please complete the following:

- Contractor/Contract Information – This information needs to be completely and accurately completed to ensure that the correct contract is closed out promptly. At this time the accurate completion date and accurate final contract value must be provided.

- Subcontractor Information – All subcontractors that an Enrolled Contractor must be listed in this section to confirm that the ROCIP Team has already closed out all of an Enrolled Contractor’s enrolled subcontractors as well as to ensure that proper insurance information is maintained on any subcontractors that were not enrolled.

- Other Contracts – An enrolled subcontractor must list all other enrolled work under the R/OCIP to confirm that all contracts were enrolled and that a contractor still has coverage under the R/OCIP (if necessary) for its other work.

- Once the above is completed the DFW R/OCIP 2.0 Enrollment Form should be signed, dated and then sent to Nancy Jarmon at nancy.jarmon@willistowerswatson.com.
FORM – R/OCIP 2.0 ACCIDENT / INCIDENT REPORT – GENERAL LIABILITY/POLLUTION/BUILDERS RISK

<table>
<thead>
<tr>
<th>PROJECT NAME/DESCRIPTION:</th>
<th>PROJECT/CONTRACT #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTORS NAME:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF PERSON REPORTING</th>
<th>EMPLOYER</th>
<th>PHONE</th>
<th>EMAIL OR FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCIDENT / INCIDENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF ACCIDENT / INCIDENT:</td>
</tr>
<tr>
<td>ADDRESS OR LOCATION WHERE ACCIDENT / INCIDENT OCCURRED (BE SPECIFIC):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WERE THE POLICE CONTACTED?</th>
<th>☐ YES ☐ NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT NUMBER</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRIEF DESCRIPTION OF ACCIDENT / INCIDENT (Use a separate sheet and diagram if necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLAIMANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAIMANT NAME</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>INJURED PARTY IS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INJURY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>WERE ANY INJURIES INCURRED?</td>
</tr>
<tr>
<td>IF INJURY OCCURRED, GIVE BRIEF DESCRIPTION:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WHAT INITIAL TREATMENT DID THE CLAIMANT RECEIVE? (FIRST AID, EMERGENCY, ETC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WITNESS INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS NAME</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
</tbody>
</table>

| WITNESS NAME        | PHONE# | EMPLOYER | EMAIL |
|                     |        |          |       |
| ADDRESS             |        |          |       |

| WITNESS NAME        | PHONE# | EMPLOYER | EMAIL |
|                     |        |          |       |
| ADDRESS             |        |          |       |

| WITNESS NAME        | PHONE# | EMPLOYER | EMAIL |
|                     |        |          |       |
| ADDRESS             |        |          |       |
**ADDITIONAL COMMENTS**

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

**DIAGRAM (SHOW NORTH/SOUTH):**

[Blank Diagram]

**PERSON COMPLETING REPORT**

NAME: ___________________________ TITLE: ___________ DATE: ___________

EMPLOYER/SIGNATURE: _________________________________________________________________

**PROJECT MANAGER**

NAME: ___________________________ TITLE: ___________ DATE: ___________

ADDRESS: ____________________________________________________________

PHONE#: ___________________________ FAX#: ___________________________ EMAIL: ___________

EMPLOYER/SIGNATURE: ______________________________________________________________
R/OCIP 2.0 CIP CONTRACTOR DISCLOSURE INFORMATION

Pursuant to Texas Insurance Code Chapter 151, the Texas CIP Required Contractor Information can be located on the following pages:

1. Contact Information – Page 6 - Program Directory

2. Enrollment Eligibility Criteria – Page 8 - Definitions

3. Description of Project Site – Page 9 - Definitions

4. Summary of CIP Coverage – Page 10 - R/OCIP Provided Coverages

5. Subcontractor Coverage Requirements – Page 13 - Subcontractor Required Coverage

6. Insurance Credit Bid Method – Page 2 - How to Bid and Page 4 - Definitions and Page 28 - Enrollment

7. Description of Audit/Claim Procedures/Assessment – Page 13 - Contractor Provided Coverages; Page 3, 4 and Page 5 - Enrollment and Close Out and Page 18 - Insurance Claim Procedures

### EXHIBIT 1 – SUMMARY OF OCIP POLICIES AND MATERIAL ENDORSEMENTS

**LINE OF INSURANCE: COMMERCIAL GENERAL LIABILITY:**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>HDI Global Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Status</strong></td>
<td>Admitted</td>
</tr>
<tr>
<td>A.M. Best Financial Strength Rating</td>
<td>A (Excellent)</td>
</tr>
<tr>
<td>A.M. Best Financial Size Category</td>
<td>XV ($2 Billion or Greater)</td>
</tr>
<tr>
<td><strong>Policy Number</strong></td>
<td>CWD5540100</td>
</tr>
<tr>
<td><strong>Named Insured</strong></td>
<td>Dallas Fort-Worth International Airport (DFW)</td>
</tr>
<tr>
<td></td>
<td>2400 Aviation Drive</td>
</tr>
<tr>
<td></td>
<td>DFW Airport, TX 75261</td>
</tr>
<tr>
<td><strong>Enrolled Contractors included as Named Insureds</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td>From: 12/21/2018</td>
</tr>
<tr>
<td></td>
<td>at 12:01 am local time</td>
</tr>
<tr>
<td><strong>Expiration Date</strong></td>
<td>To: 12/21/2023</td>
</tr>
<tr>
<td></td>
<td>at 12:01 am local time</td>
</tr>
<tr>
<td><strong>Covered Project(s)</strong></td>
<td>DFW Airport Rolling OCIP</td>
</tr>
<tr>
<td><strong>Limits of Insurance</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 USD</td>
<td><strong>Personal and Advertising Injury Limit</strong> - Any One Person or Organization</td>
</tr>
<tr>
<td>$2,000,000 USD</td>
<td>General Aggregate Limit – Reinstates Annually</td>
</tr>
<tr>
<td>$4,000,000 USD</td>
<td><strong>Products / Completed Operations Aggregate Limit</strong> - One Limit for the Life of the Project including Products Co Extension</td>
</tr>
<tr>
<td>$4,000,000 USD</td>
<td><strong>Damages to Premises Rented to You Limit</strong> – Any One Premises</td>
</tr>
<tr>
<td>$50,000</td>
<td><strong>Medical Payments</strong></td>
</tr>
<tr>
<td>Excluded</td>
<td></td>
</tr>
</tbody>
</table>
Policy Form

Commercial General Liability Coverage Form CG 0001 04 13

Coverage Forms

▪ Absolute Asbestos Exclusion HS CG EX 1000

▪ Absolute Lead Exclusion HS CG EX 1001

▪ Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization CG 2010 07 04

▪ Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement with You CG 2034 07 04

▪ Additional Insured – Owners, Lessees or Contractors – Completed Operations CG 2037 07 04

▪ Additional Insured – Mortgagee, Assignee or Receiver CG 2018 04/13

▪ Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations CG 2012 04 13

▪ Amendment of Other Insurance HS CG AM 1066

▪ Amendment to Exclusions J(1), J(2), J(5), J(6), K, and L HS CG EX 1025

▪ Bodily Injury Definition Amendment HS CG AM 1001

▪ Broad Knowledge of Occurrence / Notice of Occurrence HS CG AM 1044

▪ Cap On Losses From Certified Acts of Terrorism CG 2170 01 15

▪ Cancellation by Us HS IL AM 4004

▪ Common Policy Conditions IL 00 17

▪ Common Policy Declarations HS CG SU 1000 03 17

▪ Composite Rate Endorsement HS CG AM 1041 03 18

▪ Consent to Transfer Your Rights and Duties HS CG AM 1047

▪ Contractual Liability – Railroads CG 2417 10 01

▪ Coverage for Injury to Leased Workers CG 04 24 10 93

▪ Deductible Endorsement – Form 1 HS CG AM 1080

▪ Disclosure Pursuant to Terrorism Risk Insurance Act IL 09 85

▪ Earlier Notice of Cancellation Provided by Us CG 0224 10 93
• Economic Trade Sanctions Endorsement HS IL AM 4001
• Electronic Data Liability ($1,000,000) CG 0437 04 13
• Employment - Related Practices Exclusion CG 2147 12 07
• Exclusion – Contractors Professional Liability CG 2279 07 98
• Exclusion – Coverage C – Medical Payments CG 2135

• Extended Completed Operations Form 1 (10 years or statute of repose, the shorter of) HS CG AM 1057
• Fellow Employee Bodily Injury Endorsement – Executive Supervisors HS CG AM 1084
• Joint Defense – Wrap Up HS CG AM 1050
• Limitation of Coverage to Designated Project HS CG AM 1034
• Limited Premises Operations Coverage – Repair Work (10 Years or statute of repose, the shorter of) HS CG AM 1051
• Minimum Earned Premium – 25% inception, 100% at 24 months HS IL AM 4002
• Named Insured – Primary and Non-Contributory HS CG AM 1073
• Non-Owned Watercraft (’75) HS CG AM 1063
• Notice of Cancellation to Certificate Holder(s) HS CG AM 1052
• Nuclear Energy Liability Exclusion Endorsement IL 0021 09 08
• Owner Controlled Insurance Program – Named Insured Amendment HS CG AM 1064
• Privacy Notice – PP3000 05 17
• Primary and Non-Contributory – Other Insurance Condition CG 20 01 04 13
• Property Damage to the Project During the Course of Construction
  Exclusion HS CG EX 1019
• Reasonable Force – Bodily Injury or Property Damage HS CG AM 1039
• Service of Suit HS IL AM 4005 08 18
• Silica or Silica - Related Dust Exclusion CG 2196 03 05
• Texas Changes – Duties IL 01 68 03 12
• Texas Disclosure Form II 3012 TX
• Texas Notice II 3014 TX
• Policyholder Notice II 3016 TX
• Unintentional Failure to Disclose Hazards HS CG AM 1038
• U.S. Treasury Department’s Office of Foreign Assets Control
  (“OFAC) Advisory Notice to Policyholders IL P 001
• Waiver of Transfer of Rights of Recovery Against Others to US
  (Where Required by Written Contract) CG 2404 05 09

Deductible $50,000 including ALAE
Defense Erodes the Deductible and outside the Limits of Insurance

* END OF SECTION *
EXHIBIT 1 – SUMMARY OF CIP POLICIES AND MATERIAL ENDORSEMENTS

LINE OF INSURANCE:  
Follow Form Excess Liability

NAMED INSURED:  
Owner and Contractors of all tiers enrolled in the CIP

INSURERS:  
See table below

POLICY TERM:  
5 Years (12/21/2018 to 12/21/2023) Plus Completed Operations Coverage Extension Coverage

POLICY NUMBERS:  
Various, TBD

POLICY FORM:  
Follow Form Excess Liability of Commercial General Liability

Policy wording is subject in all respects to the terms, conditions and limitations of the policy in current use by the Insurer, unless otherwise specified:

COVERAGES/LIMITS:  
Combined Single Limit Bodily Injury and / or Property Damage

<table>
<thead>
<tr>
<th>Layer</th>
<th>Insurance Company</th>
<th>Policy Form</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead 1</td>
<td>Allied World National Assurance Company</td>
<td>GL 00127 00 (09/07)</td>
<td>$25,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>2</td>
<td>Berkley National Insurance Company</td>
<td>CX 0001 04 13</td>
<td>$25,000,000 Each Occurrence/Aggregate Excess of $25,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>3</td>
<td>Westchester Surplus Lines Insurance Company</td>
<td>XSC-27266 (05/09)</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $50,000,000 Excess of $50,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>3</td>
<td>AXIS Surplus Insurance Company</td>
<td>AXIS 1010402 0417</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $50,000,000 Excess of $50,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>4</td>
<td>Starr Surplus Lines Insurance Company</td>
<td>SL 100 10/08</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $100,000,000 Excess of $100,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>4</td>
<td>Navigators Specialty Insurance Company</td>
<td>NAV EXC 101 (04/10)</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $100,000,000 Excess of $100,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>4</td>
<td>Allied World Assurance Company</td>
<td>ACFF-300 (03/07)</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $100,000,000 Excess of $100,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
<tr>
<td>4</td>
<td>Ironshore Specialty Insurance Company</td>
<td>CELP.COV.001 (1113)</td>
<td>$25,000,000 Each Occurrence/Aggregate Part of $100,000,000 Excess of $100,000,000 Each Occurrence/Aggregate Excess of Primary Insurance</td>
</tr>
</tbody>
</table>
POLICY ENDORSEMENTS (including but not limited to):

- All Aggregate Limits reinstate annually except for Products/Completed Operations Aggregate Limit which will have one aggregate for the term of the Project including the Products/Completed Operations extension period.

- Completed Operations Extension Endorsement - ten (10) years or the applicable Project Site state statute of repose (whichever is less).

- Underlying Schedule includes:
  
  Commercial General Liability
ROLLING OWNER CONTROLLED INSURANCE PROGRAM 2.0

CONSTRUCTION SAFETY AND HEALTH GUIDELINES

DALLAS FORT WORTH INTERNATIONAL AIRPORT RISK MANAGEMENT DEPARTMENT
Confirmation of Project Safety & Health Guidelines

It is the responsibility of each Contractor working on the Dallas/Fort Worth International Airport Board’s projects to control site safety so that contractor employees, the general public and DFW airport employees are provided an environment free of hazards during construction and renovation. The safety program described in this manual does not relieve the Contractor of their individual responsibility regarding the safety of their employees, the safety of subcontractors’ employees and sub-subcontractors’ employees, the protection of the general public and DFW Airport employees as well as the preservation of property.

The contract awarded General Contractors are chosen by the Dallas Fort Worth International Airport Board (DFW) to manage the work of the Contractors and to help coordinate overall project safety. Before beginning work, each Contractor shall develop a written site-specific safety and health plan for the DFW ROCIP PROGRAM. Contractor’s plan shall be submitted to the respective CMAR Safety Manager for approval within seven (7) days following Notice to Proceed. At minimum, the Contractor’s safety and health plan shall meet the requirements of 29 CFR 1926 Federal OSHA Construction regulations and all applicable State and local government regulations as well as requirements established in the DFW ROCIP SAFETY PROGRAM Construction Safety Guidelines. Each Contractor is required by law to protect the health and safety of its employees and the employees of each subcontractor and sub-subcontractor by providing a safe and healthy place workplace or work area.

The Safety Requirements of this manual apply in addition to all Federal, State and local government rules, codes and regulations. The Safety Requirements do not negate, abrogate, alter or otherwise change any provisions of government rules, codes and/or regulations, and are intended to supplement each contractor’s safety program and the overall project safety effort. It is understood that each Contractor has the ultimate responsibility for providing a safe workplace or work area.

In the event of a conflict between the provisions of these guidelines and applicable local, State or Federal safety and health laws, regulations and/or standards, contract documents or the Contractor’s Safety Plan the more stringent requirement shall apply.

By signature below, each individual confirms their understanding of the contents of this manual and agrees to conform to the standards of safety outlined in this manual.

____________________________         ______________________________
Contractor – Project Manager                              Contractor – Field Supervisor

____________________________         ______________________________
Date                                      Date
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLICY STATEMENT</td>
<td>5</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>8</td>
</tr>
<tr>
<td>PREFACE</td>
<td>9</td>
</tr>
<tr>
<td>INTRODUCTION</td>
<td>12</td>
</tr>
<tr>
<td>CONSTRUCTION SAFETY AND HEALTH GUIDELINES</td>
<td>12</td>
</tr>
<tr>
<td>PURPOSE AND SCOPE</td>
<td>12</td>
</tr>
<tr>
<td>RESPONSIBILITIES</td>
<td>12</td>
</tr>
<tr>
<td>GENERAL</td>
<td>12</td>
</tr>
<tr>
<td>CONTRACTORS</td>
<td>12</td>
</tr>
<tr>
<td>WORKPLACE SUBSTANCE ABUSE POLICY</td>
<td>15</td>
</tr>
<tr>
<td>INSTRUCTION AND TRAINING</td>
<td>15</td>
</tr>
<tr>
<td>SAFETY ORIENTATION PROGRAM</td>
<td>15</td>
</tr>
<tr>
<td>PROTECTION OF THE PUBLIC</td>
<td>16</td>
</tr>
<tr>
<td>HARASSMENT-FREE WORK POLICY</td>
<td>16-17</td>
</tr>
<tr>
<td>GROUP TOURS AND SITE VISITORS DFW PROTOCOLS</td>
<td>17</td>
</tr>
<tr>
<td>REPORTING, ACCIDENT INVESTIGATION, AND RECORDKEEPING PER OCIP/ROCIP CLAIMS HANDLING PROCEDURE</td>
<td>17</td>
</tr>
<tr>
<td>MEDICAL CARE FOR EMPLOYEE INJURIES</td>
<td>17</td>
</tr>
<tr>
<td>REPORTING</td>
<td>18</td>
</tr>
<tr>
<td>ACCIDENT INVESTIGATION</td>
<td>18</td>
</tr>
<tr>
<td>WORK PRACTICE CONTROL - OVERVIEW</td>
<td>19</td>
</tr>
<tr>
<td>GHS AND CRYS TALLINE SILICA</td>
<td>19-20</td>
</tr>
<tr>
<td>PRE TASK PLANNING / JOB HAZARD ANALYSIS (JHA)</td>
<td>21</td>
</tr>
<tr>
<td>GENERAL SAFETY PROVISIONS</td>
<td>21-25</td>
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POLICY STATEMENT

The Dallas Fort Worth International Airport Board (DFW) is committed to the objective that all ROCIP construction workers have the safest possible work environment while engaged in this project. It shall be the responsibility of each Contractor/Subcontractor to abide by the Safety and Health Provisions listed in OSHA 29 CFR 1926 and applicable sections of CFR 1910.

In addition, each Contractor, Subcontractor and tier Subcontractor shall abide by the DFW ROCIP SAFETY PROGRAM Construction Safety Guidelines, Federal Regulations, State laws and regulations, and applicable local and county laws and regulations.

The primary goal established for the DFW ROCIP SAFETY PROGRAM is to safely perform work with “ZERO ACCIDENTS”; totally free from lost time injuries for the mutual benefit of the worker, the environment, the community, the contractor and DFW.

The safety goals and objectives established for the Project can only be achieved when every participant commits each day to perform their tasks safely and efficiently, with adequate training, planning and supervision. This commitment will result in both increased productivity and the prevention of job-related accidents, injuries and illnesses.

I. SAFETY AND LOSS PREVENTION PLAN

Notwithstanding the risk management considerations inherent in a Rolling Owner Controlled Insurance Program (ROCIP), DFW is committed to an active, effective safety and loss control plan that will result in a safe workplace or work area. The programs outlined in the Construction Safety Guidelines will apply to all contractors at all levels, who are enrolled in the ROCIP, and to all visitors and non-enrolled contractors, tenants, DFW Airport employees and vendors required to be on the construction sites.

In addition to the programs and requirements described herein, each contractor must and shall ensure compliance with all applicable regulations and standards of the Occupational Safety and Health Act for the Construction Industry (29 CFR 1926) and General Industry (29 CFR 1910).

SAFETY SHALL NOT BE COMPROMISED OR SACRIFICED FOR PRODUCTION.
An accident-free project is the result of a site culture characterized by the belief that safety is a core value, both corporately and individually. Because of this principle, the most important aspect of the program must be that shared belief among all of the participants. All contractors and their employees are responsible for demonstrating this value with the same diligence and priority as meeting production, schedule, and quality objectives.

The Safety and Loss Control Plan for the DFW ROCIP Project includes the following key elements:

- DFW ROCIP Safety Program – a unified set of minimum standards required to perform work on the DFW ROCIP Project.
- Project workers will attend the four (4) hour Safety orientation and training session conducted in English and Spanish to all personnel.
- Announced and unannounced site visits from DFW Board employees and its representatives.

II. PURPOSE

To establish the minimum requirements for construction safety programs and to define the minimum requirements for incident prevention and loss control for all construction activities on the DFW ROCIP Projects.

III. SCOPE

The Safety and Loss Control Plan requirements apply to all contractors and their employees involved in construction and renovation work on the DFW ROCIP Project.

IV. POLICY

This document provides general information to all Contractors and employees on the requirements and guidelines for incident prevention, safety, and loss control on the DFW ROCIP Project. DFW’s safety objective is to achieve a safety culture on the construction sites that is free of accidents and injuries.

Contractors are charged with the responsibility of conducting their operations in a manner that will provide safe working conditions for all employees, and the protection of the public and all others who may come in contact with, or be exposed to, these projects.

Nothing contained in this program is intended to relieve any General Contractor, Contractor, or supplier of the obligations assumed by the DFW Project contractors or required by law.
Each Contractor shall prepare and submit, for the Construction Manager At Risk (CMAR) Safety Manager’s review; the Contractor’s Safety Plan, tailored to that contractor’s specific contract work in conformance with this DFW ROCIP Construction Safety Program.

This plan should be submitted to the CMAR’s Safety Manager within seven (7) days following Notice To Proceed. Plan must be approved prior to commencement any work activity.

Safety will be an integral part of each job. Full participation in, cooperation with, and support of the ROCIP Safety Program is necessary and is required to ensure the safety and health of all persons and property involved on the DFW ROCIP Project.

V. PROGRAM OBJECTIVES

The DFW ROCIP Construction Safety Program has been established to promote safety and minimize risks associated with the construction on the DFW ROCIP Project.

The Loss GOALS of the DFW ROCIP Construction Safety Program are as follows:

- Incident, hazard and harassment free work environment.
- Substance abuse free workplace.
- Continuous safety training and education to achieve a qualified workforce.
- Achievement of high level efficiency and quality.
- Creation of a strong safety and health conscious culture in management, field supervision personnel, and all crafts.

The effectiveness of the DFW ROCIP Construction Safety Program will depend upon the active participation and cooperation of all contractors enrolled in the ROCIP and all visitors and non-enrolled contractors, DFW Airport employees, tenants and vendors required to be on the ROCIP construction site adhering to the following basic guidelines:

- Pre-plan all work to minimize the potential for personal injury, property damage, and loss of productive time.
- Comply with federal, state, and local laws, ordinances/regulations, industry standards, and DFW regulations and requirements.
- Establish and conduct an education program to stimulate and maintain interest and cooperation of all employees through safety meetings and safety training programs.
- Analyze all incidents and near miss events to determine root causes and to identify possible corrective actions.
Definitions

**Air Operations Area (AOA)** – The area of the airport used or intended to be used for landing, taking off, surface maneuvering, loading, unloading, or servicing of aircraft. This is a secure area requiring Secure Identification Display Area (SIDA) badges and compliance with DFW security rules.

**Construction Manager At Risk (CMAR) or General Contractor** – The Management Group or General Contractor that has the direct contract with the Owner for the DFW projects to provide overall control of the construction work at the project.

**Contractor** – All contractors, including construction managers, prime contractors, general contractors, and subcontractors of all tiers, that perform work on the project site.

**General Public** – All persons not enrolled in or under contract, subcontract or sub-subcontract involving the DFW ROCIP PROGRAM or otherwise required to be physically present on the ROCIP construction site.

**ROCIP Safety Committee** – The working group made up of the Owner (DFW), the insurance Broker of Record (Willis), CMAR’s (General Contractor) Safety Representatives, all applicable insurance carrier representatives and the representatives designated by other stakeholders, agencies and firms working together to implement the ROCIP program.

**OWNER** – The Dallas Fort Worth International Airport Board (DFW).

**Project** – The Terminal Renewal and Improvement Program (TRIP) as protected by the insurance structure of the ROCIP and/or other construction work designated by DFW as protected by the insurance structure of the ROCIP.

**Rolling Owner Controlled Insurance Program (ROCIP)** – A coordinated master safety and claim management program, under which Commercial General Liability, Excess Liability, Builders’ Risk and Contractor’s Pollution Liability are procured or provided on a project basis for all enrolled contractors while performing operations at the Project Site.

**Subcontractor** – A contractor that has a subordinate relationship to another contractor. A subcontractor is also known as a tier contractor.

**Tier Contractor** – A contractor that has a subordinate relationship to another contractor. A tier contractor is also known as a subcontractor.
PREFACE

The DFW ROCIP PROGRAM, DFW and its partners are determined and committed to provide a safe environment for all workers and to protect the public from hazards associated with the construction of the Project.

All Contractors shall implement measures that will create safety awareness, promote safe work practices at the job site and fulfill the contract objectives in the safest possible manner. Each Contractor shall bear sole and exclusive responsibility for safety in all phases of their work. Nothing contained herein shall relieve such responsibility.

Each Contractor shall be responsible for all its subcontractor's and tier-subcontractor's compliance with the project safety requirements.

Contractors shall develop their own written site-specific safety and health plan for the DFW ROCIP PROGRAM. At minimum, the safety and health plan shall conform to the requirements addressed in the Occupational Safety and Health Act of 1970 and all additions and revisions thereto, and the requirements established in the DFW ROCIP PROGRAM Construction Safety Guidelines. Each Contractor is required by law to protect the health and safety of its employees and the employees of each subcontractor and sub-subcontractor, tenants and DFW Airport employees by providing a safe and healthy workplace or work area.

Contractor developed plans/program(s).
Plans/programs may be reviewed by the ROCIP Team. Example(s) of such OSHA mandated plans/programs are shown below.

- Site Traffic Control Plan
- Fall Protection Plan
- Fire Protection Plan
- Trench Safety Plan
- Respiratory Protection Plan
- Hazard Communication Program
- Confined Space Entry
- Scaffold Safety Program
- Hearing Conservation Program
- Ladder Safety Training
- Silica and Dust Control Plan
- Electrical Safety Plan -
- Environmental Control Plan (Lock Out/Tag Out)
- Material handling program

Emergency Procedures shall be made part of the Contractor’s Safety Program. Refer to Appendix G for DFW-specific Emergency Plan.

a. The highest ranking responsible on-site supervisor is responsible for the handling of any emergency that occurs during his shift. They may call upon the assistance of any available worker. A responsible supervisor must be designated for each shift.

b. On a regular basis, at both supervisory and weekly “tool box” meetings, employees will receive instructions and updates regarding response actions to site emergencies.

c. Contractor teams will be established to handle each of the various emergencies.
d. Following an emergency, ranking personnel shall secure the area as expeditiously as possible and provide access and an account of the emergency to authorized representative(s) of DFW ROCIP PROGRAM. Questions from the news media should be referred to DFW’s Public Affairs Department at 972-973-6397.

Written emergency response procedures must be established by each contractor for the following categories of events that may occur during any 24 hour period:

a. Employee injury
b. Fire
c. Pedestrian injury due to work activity of any kind
d. Property damage and damage to above ground and buried utilities
e. Severe weather
f. Public demonstrations
g. Bomb threats

On a regular basis, the Contractor shall review and, when necessary, update Emergency Procedures for maximum effectiveness and current site conditions. The contractor will provide the DFW ROCIP PROGRAM, the Construction Manager, and the on-site safety representative a telephone list of key management personnel, for after-hours emergency contact.

Should a serious accident or emergency occur, the contractor shall immediately notify 911 Dispatch and then contact the Construction Manager At Risk (CMAR).

Contractors, Subcontractors and Sub-Subcontractors will be monitored for implementation and application of their respective safety programs at the work site. Contractors will be notified of any non-compliance and corrective action required. This notice, when delivered to the contractor or their representative at the site of the work, shall be deemed sufficient notice of non-compliance and corrective action will be required. After receiving the notice, the contractor shall immediately take corrective action.

If the contractor fails or refuses to take corrective action promptly, a stop work order may be issued. The cost to bring the work activity into compliance shall be incurred by the affected contractor, subcontractor or sub-subcontractor. The Contractor, Subcontractor or Sub-Subcontractor shall not submit a request for extension of time or increased costs as a result of any such stop work order. Members of the ROCIP Team shall not be liable for any damages experienced by the Contractor due to the work stoppage. Progress payments may also cease until the Contractor and/or its Subcontractor and Sub-Subcontractors is/are in full compliance with all applicable safety and health rules, standards and regulations.

Each Contractor and their subcontractors and sub-subcontractors shall establish and enforce an effective disciplinary program (Appendix A). Contractors shall discipline and/or dismiss employees who violate established rules and regulations. This includes immediate removal from the project for serious violations, repeated violations, or the refusal to follow safety and health rules.
Contractor’s safety representative shall have the authority to effectively remove from the site, any person (including contractor supervisors and managers) who is regarded as a frequent violator of safe work practices, or who fails to ensure persons working under their supervision or in a work place they control are protected from serious work hazards. Any Competent Person who is assigned to identify existing and predictable hazards and authorized to eliminate them, and who fails to perform this duty for any reason shall be replaced by the employer.

The Contractor shall not receive additional payment or reimbursement for safety items and procedures which have been identified as required by the Project Safety and Health Guidelines, DFW Airport safety representatives, or ROCIP team member.

Failure to comply with the contract safety requirements will be considered as non-compliance with the contract and may result in remedial action including withholding of progress payments due the Contractor and/or termination of the Contractor from the site.

In the event the work or any portion thereof is shut down by either an outside regulatory agency or due to an unsafe condition as determined by the Contractor’s safety representatives, the ROCIP safety representatives or DFW safety representatives, the responsible Contractor shall bear the total cost caused by that shut down.

In no case shall the Contractor be relieved of overall responsibility for compliance with the requirements of federal, state and local safety and health laws for all work to be performed under the contract.
INTRODUCTION

Construction Safety and Health Guidelines, Purpose and Scope

These guidelines are established to aid in the prevention of job-related accidents and health problems during the term of the DFW ROCIP Project. These guidelines set forth elements which all Contractors, subcontractors and sub-subcontractors shall include in their safety plan. This manual is not all-inclusive. Other elements may be added, or conveyed individually to Contractors to whom they expressly apply. There are other essentials which some Contractors, by nature of the specific type of work being performed, must include in their own safety plan.

These guidelines set forth basic rules and regulations for all personnel involved in the construction of the Project. The intent of these guidelines is to enhance and supplement the safety and health standards which are required by law, in contract documents, and which are applicable to the designated construction projects. These guidelines do not cover the full spectrum of published safety and health standards mandated by law, and Contractors shall not assume that they are responsible exclusively for those standards referenced in this manual, nor that they are current as quoted and published. It is the responsibility of the Contractor and its employees to ensure that they are in compliance with current regulations and that their safety plan is in compliance with all safety practices required by law.

In the event of a conflict between the provisions of these guidelines and applicable local, State or Federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply.

RESPONSIBILITIES

General

Each participant involved in the construction of the Project is individually responsible for conducting their activities to ensure compliance with all applicable safety and health requirements. Construction activities of the CMAR, Subcontractors and tier subcontractors will be monitored for compliance with, DFW ROCIP SAFETY PROGRAM, Federal, State, County, and local safety and health regulations and contract safety and health requirements.

Contractors

Each respective CMAR shall be responsible for the safety and health of employees, subcontractors, tier subcontractors, visitors, vendors, tenants and DFW Airport employees in accordance with all State, Local, County and Federal regulations, and all of the Contract Documents. Each Contractor shall establish and submit for review a written Safety and Health Plan which includes details commensurate with the work to be performed.

The Contractor’s Safety and Health Plan shall clearly describe the contractor’s commitment and methods for meeting its obligations to provide a safe and healthy work environment for its employees and subcontractor employees, to protect vendors, visitors, tenants DFW Airport employees and members of the general public. The Contractor’s Safety and Health Plan shall reference Federal OSHA standards 29 CFR 1910 and 1926, and any other rules or regulations applicable to construction activities.
CMAR must identify and employ a designated full time project safety professional with the necessary experience for the scope of work identified.

Contractors with fifty (50) or more employees, including subcontractors, on site will designate a full time site Safety Manager to perform safety inspection and employee training services under the direction of the contractor’s Project Safety Manager. Also, for every additional fifty (50) jobsite employees added, an additional contractor safety representative shall be required on-site. In the event that the Contractor has less than fifty (50) employees on-site during construction, the Contractor shall appoint an on-site employee who, along with other concurrent duties, shall serve as the Contractor’s Safety Representative. The Contractor’s Safety Manager or Contractor’s Safety Representative may not be removed from the project by the Contractor without written approval from the CMAR Project Safety Manager. CMAR Safety Manager and subcontractor safety manager and/or representative shall be assigned to the shift with the most predominant work.

When applicable, CMAR safety manager shall submit to DFW safety and ROCIP safety team members at a minimum two proposed alternates to act upon necessary safety duties should the CMAR safety manager not be onsite for more than three consecutive days. For the time being appointed as a safety alternate, the proposed individual may not carry out any other duties other than the ones specified for the CMAR safety manager. The CMAR safety manager shall be responsible for appointing his/her alternates. Qualifications shall be submitted as well as specified below.

Each Contractor shall submit a resume of the experience and qualifications for the proposed Contractor’s Safety Manager and/or Contractor’s Safety Representative to the CMAR’s Safety Representative. Only competent, experienced personnel will be accepted as a Contractor’s Safety Manager and/or Contractor’s Safety Representative.

At a minimum, the safety representative shall meet the requirements of a “competent person” as defined by OSHA for all phases of construction and have a minimum of OSHA 30 hour certification. **A documented combination of other related education and experience submitted to the CMAR Senior Safety Management may be substituted for this requirement.** The Safety Representative must understand the safety plan and site safety manual.

As a condition of their contract, all Contractors shall submit to the CMAR’s Safety Representative

- A site-specific safety plan within seven (7) days following receipt of Notice To Proceed and prior to start of any construction activities
- The name and resume of the designated on-site safety representative

**The Contractor shall:**

- Ensure that all employees, subcontractor’s and sub-subcontractor’s employees are given a comprehensive Safety and Health orientation. This orientation shall include general Safety and Health procedures and policies as well as the project specific rules, regulations and specific hazards. Employees shall be advised that disregard for these rules, or any other applicable Safety and Health regulations shall be subject to disciplinary action and/or removal from the project.
• All workers shall complete an acknowledgment that indicates the worker has read, understood, and will abide by the rules and regulations. The following information shall be obtained from all employees: worker’s name, date of orientation, Contractor’s name and DFW ROCIP Program enrollment date.

• Investigate all accidents and incidents that result in personal injury or illness to workers, damage to buildings or equipment and any incident with the general public.

• Conduct a daily job site inspection, a daily JHA check, identify unsafe conditions or work practices and assure they are corrected, and maintain corresponding documentation.

• Conduct weekly, documented, safety meetings with Contractor supervisory personnel.

• Attend monthly Safety committee meetings and participate.

• Assure that employees acting in a supervisory capacity understand and enforce all safe work practices.

• Assure that a Competent Person is present at work locations where required by OSHA.

• Assure that all Personal Protective Equipment (PPE) is available and being used as required (i.e. hardhat, vest, eye protection, proper footgear, gloves, long pants and 4 inch sleeve shirt).

• Assure all construction equipment and motor vehicle certification, inspection, repair and controls are in compliance with the safety requirements of the project and OSHA. Annual crane certification shall be available for review for each crane operating on the project.

• Prior to making a critical crane lift, a detailed lift plan shall be submitted. (See Appendix B, “Critical Lift Checklist”)

• Assure that all employees operating construction equipment or a motor vehicle are qualified to do so.

• Assure that all hand and power tools are in safe working order.

• Assure that all work areas are kept clear of debris and trash and that adequate trash barrels are placed throughout the work area and emptied frequently.

• Provide the appropriate number and types of sanitary facilities for employees.

• Assure that fall protection equipment is provided and used. Inspections of this equipment shall be documented and on file for review.

• Assure that all perimeter cables, barricades, or any other safety-related items are installed correctly and maintained. If another Contractor must remove a safety item, coordinate this activity with the Contractor who installed the device and other Contractors who may be exposed. Safety devices shall be replaced by the Contractor removing them. Warning signs, tags, or barricades shall be installed if other safety devices are removed.

• Assure that employees receive adequate training as required by the Project and OSHA. Additional training for foreman and safety representative may be required based on unique hazards involved in a task.

• Participate in DFW’s ROCIP construction security identification protocols by monitoring and ensuring that every employee on site has the appropriate project identification. Each employee participating in any ROCIP covered work shall be able to produce ROCIP issued identification specific to that person and specific to their assigned ROCIP related work. The ROCIP authorized identification shall be worn and displayed on the front or side of the worker’s hard hat. Failure to maintain and display such identification while on the construction site will result in removal from the site until the individual’s ROCIP identification is located and worn correctly.
Workplace Substance Abuse Policy

The contractor shall submit as a part of their overall Safety and Health Plan a copy of their company Workplace Substance Abuse policy. This policy shall at minimum comply with Appendix C, “Substance Abuse”. The ROCIP retains the right to require random drug/alcohol tests. The Contractor shall ensure that all subcontractors and sub-subcontractors are in compliance. The Contractor shall submit a monthly notarized letter stating they and their subcontractors are in compliance with the Project’s Substance Abuse Policy.

INSTRUCTION AND TRAINING

Safety Orientation Program

All employees who are assigned to work on construction projects covered by the ROCIP must be of age 18 and shall receive an orientation regarding the general safety and health rules and regulations as well as the site-specific policies and hazards prior to starting work on the construction site. The Contractor shall be responsible for arranging the orientation of their employees, subcontractors, tier-subcontractors, and visitors through the ROCIP training facility. It shall be the responsibility of the contractor to ensure that employees proposed to work at ROCIP covered projects must, at minimum complete and pass an 8 Panel Drug Test and 10 year background check. Evidence of drug testing within 10 days of ROCIP orientation shall be presented to ROCIP Orientation and must be incumbent for contractor to have background documentation available for review upon request by DFW International Airport and its representatives. Documentation of this orientation shall be maintained on file for review (Appendix A). Hard hat decals and construction site I.D. (if provided by the CMAR) are to be issued to an employee following completion of their orientation.

Employee orientation is to be documented on a training Log Sheet. It is the responsibility of the contractor to ensure that non-English speaking employees receive these same instructions in a language they understand.

The ROCIP safety orientation will be conducted in both English and Spanish for all personnel and shall include at a minimum the following topics:

- Unique hazards of the project
- Employer/personnel responsibilities under OSHA Standards – location of required posters
- Personal protective equipment (Appropriate work attire, 100% Eye and Hard Hat protection)
- Confined Space entry
- Fall Protection Requirements (including steel erection and scaffolds)
- Hand and Power Tools
- Material Handling and Rigging
- Stairway and Ladder Safety
- Globally Harmonized System / Right-to-Know, location of MSDS's
- Electrical Safety (Including Lock Out / Tag Out)
- Accident / Emergency reporting procedures - First-aid facilities
- Hot Work Requirements
PROTECTION OF THE PUBLIC

All necessary precautions to prevent injury to the public or damage to property of others shall be taken. The “Public” is defined as all persons not employed by or under contractor or subcontractor to DFW ROCIP PROGRAM. Installation of temporary barriers and/or fencing designated to protect the Public shall be reviewed and approved by the Owner and/or their representative. Precautions shall include but not be limited to the following:

1. Work shall not be performed in any area occupied by the Public unless specifically permitted according to the terms of the contract or in writing.
2. When necessary to maintain public use of work areas involving vehicular roadways, etc., the contractor shall protect the Public in accordance with the applicable regulations.
3. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal person or ground guide shall control the moving of motorized equipment in areas where the public might be endangered. All operators will have necessary equipment operating credentials on their person. All signage warnings and traffic control shall comply with the particular agency that takes judicial precedence.
4. Each project work area shall be protected per DFW contract requirements.
5. Barricades for the general public or public roadways shall be secured against accidental displacement and in place at all times, except when temporary removal is required. As such times, a flag person shall be assigned to control the unprotected area. Barricades used on the airfield will be constructed, erected and maintained per DFW requirements.
6. Required signs and symbols shall be visible at all times when work is being performed and shall be removed or covered promptly when the hazards no longer exist.

Harassment-Free Work Policy

Employee Harassment

It is the policy of DFW ROCIP PROGRAM to provide a workplace free from employee harassment on the basis of race, color, religion, sex, national origin, age, handicap, disability, etc. Improper interference with the ability of an employee to perform their work activities will not be tolerated. Harassment can appear in many forms, including derogatory comments, jokes, slurs, unwanted physical contact, derogatory drawings or threats.

Sexual Harassment

Unwanted sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature will not be tolerated. Sexual harassing conduct includes, but is not limited to:

- Unwelcome sexual flirtation, touching, advances or propositions
- Verbal abuse of a sexual nature, including graphic or suggestive comments about an individual’s dress or degrading words used to describe an individual
- The display in the work place of sexually suggestive objects or pictures, including nude photographs
- Other verbal or physical conduct of a sexual nature can effect an employees work performance
Reporting of Harassment

It is the policy of DFW ROCIP PROGRAM to actively investigate any alleged incidence of harassment. Anyone who believes they have been harassed should contact the project manager. Any allegation or complaint will be held in the strictest confidence.

Any employee who commits an act of harassment shall be subject to disciplinary action, up to and including termination.

Group Tours and Site Visitors

It is particularly important that a high degree of protection be afforded to all persons on authorized tours of construction work-sites. Contractors and those responsible for arranging such tours shall be subject to the following requirements, as applicable:

a) Group tours shall be arranged and cleared through DFW Design, Code and Construction office, allowing maximum advance notice.

b) If visitors to the site will be on foot or out of the vehicle/bus, the individual or organization requesting the tour shall ensure that:
   - In all cases, the Construction Manager (CMAR), and the contractor shall be advised of any tour in a timely manner prior to the tour taking place.
   - Release and Hold Harmless Agreement – Each visitor shall be required to sign a release and hold harmless agreement prior to the commencement of the tour.
   - The ROCIP Project Manager will coordinate the tour arrangements and ensure notification of the tour schedule to the Construction Manager (CMAR)
   - Tour groups are limited to a maximum of twenty-five (25) persons.
   - Visitors are required to wear appropriate protective equipment, clothing and shoes.
   - Children less than 18 years of age are not permitted on the Project tours.
   - All visitors shall comply with Contractor safety requirements.
   - Site safety representative or designated personnel will escort tours.
   - Unescorted tours are not permitted.

REPORTING, ACCIDENT INVESTIGATION, AND RECORDKEEPING PER ROCIP CLAIMS HANDLING PROCEDURES

Medical Care for Employee Injuries

Contractors shall provide an appropriate number of CPR and First Aid Certified representatives and designate an appropriate area for the first aid and medical care to treat injured employees at the job site. The designated CPR/First Aid representative shall maintain treatment availability within OSHA’s definition for First Aid under Part 1904.7(b)5. A copy of the First Aid Representative’s qualifications shall be submitted to the Project Safety Manager.

Employees with serious or life threatening injuries should be attended to by the DFW Emergency Medical Service (Call 911 Dispatch).
Reporting

All accidents resulting in employee injury, property damage, or involving the general public shall be reported immediately to the designated project representative.

The Contractor, subcontractors and tier subcontractors shall complete an Incident Report and submit the report to the CMAR safety representative who will be responsible for submittal to the ROCIP safety representative and the ROCIP Program Manager/Willis as soon as possible, but no later than the end of shift, for all job-related accidents involving any of the following:

1. Any employee injury of the contractor, any subcontractor or tier-subcontractor.
2. Any injury and/or incident with the general public (including any alleged injuries reported by a member of the general public).
3. Equipment
4. Property

A formal accident investigation report shall be submitted to the ROCIP Program Manager. Pertinent facts that are not available within the initial reporting period shall be submitted as soon as available in a supplemental report.

Record-Keeping and Files

The Contractor, all Subcontractors and tier-subcontractors shall maintain a master or central file for safety and health related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each contractor, and their subcontractors from other subcontractors and tier-subcontractors.

Accident Investigation

All accident/incidents shall be investigated by the Contractor’s Safety Manager and/or their safety designee. An accident investigation report must be submitted to the Designated Project Representative and ROCIP Program Manager within twenty-four (24) hours of the occurrence.

The accident investigation should include appropriate recommendations for corrective actions to prevent recurrence of similar accidents.

Depending upon the severity of the accident, the foreman, fellow workers and witnesses to the incident, involving the injured worker may be requested to appear at the job safety meeting or the Safety Committee meeting to:

1. Describe the cause of accident.
2. Report what corrective action has been initiated to avoid future accidents.

The Contractor and all Subcontractors shall maintain a current OSHA 300 log. The log shall be available for review by any ROCIP team member at any time.
The Contractor, Subcontractors and tier-Subcontractors shall submit, on a monthly basis, a monthly summary of accident/incidents for the project. The summary shall follow the format contained within (Appendix E).

Under the direction of DFW ROCIP PROGRAM, a specific Safety Committee may be appointed for investigation of serious accidents that result in loss of life, injury to several workers or pedestrians or major property loss. The committee will submit a report to DFW ROCIP SAFETY COMMITTEE at the conclusion of the investigation.

WORK PRACTICE CONTROL

Overview
The primary focus of these Safety and Health Guidelines is to provide written safety guidance for Contractors. Each Contractor shall have on site and available for employee review its own written safety and health plan. This plan shall cover work exposures the contractors encounter in the course of work operations. It is a project requirement that each and every employee conduct their work in accordance with OSHA and all other applicable city, local, county, state and federal standards for all project operations.

DFW ROCIP PROGRAM prohibits the use, possession, concealment, transportation, promotion or sale of the following controlled items:

a. Firearms, weapons, and ammunition – except as authorized by DFW for security reasons.
b. Switchblades.
c. Unauthorized explosives, including fireworks.
d. Stolen or contraband items.

Globally Harmonized System (Previously known as Haz-Com Program)

The Contractor shall develop a written GHS Program that contains at minimum the following elements:

- The name of the program coordinator.
- Lists of hazardous substances present within the Contractor’s workplace or work area.
- A written system that ensures Safety Data Sheets (SDS’s) are obtained and made readily accessible to all employees, including lower tier subcontractor personnel, on each shift. In the event of an emergency, SDS’s shall be made available on an immediate basis.
- A labeling program that ensures that containers of hazardous substances in the workplace or work area are properly labeled with the name of the substance and any applicable hazard warnings.
- Proper storing of any hazardous substances or chemicals, to include secondary containment, venting, grounding and labeling.
- A training program regarding the hazards of substances that are used in the workplace and the protective measures that must be taken by the employee or any other persons potentially exposed to the hazardous substances.
The Contractor shall ensure that each employee, prior to working with, or being potentially exposed to hazardous substances, receives initial training on the Globally Harmonized System and the safe use, storage and transportation of the hazardous substances. Additional training shall be provided to employees whenever new substances are introduced to the workplace or work area. Permanent records shall be maintained by the Contractor, describing all Hazard Communication Program training.

**CRYSTALLINE SILICA**

CMAR’s and sub-contractors must establish and implement a written site specific exposure control plan that is compliant with OSHA 29 CFR 1926.1153 – Respirable Crystalline Silica.

**Record-Keeping and Files**

The Contractor and all Subcontractors and sub-subcontractors shall maintain a master or central file for safety and health related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each contractor and their subcontractors from other subcontractors and sub-subcontractors.

Contractors shall submit and/or have available on site:

<table>
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<tr>
<th>REPORT NAME</th>
<th>Annual</th>
<th>Immediately</th>
<th>24 Hr.</th>
<th>Weekly</th>
<th>Monthly</th>
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Daily -- Daily inspections are required on all equipment / vehicles.

¹ Weekly – Weekly reports are due the following Tuesday morning

² Monthly – Monthly reports are due by the 6th of the following month.

³ Safety Action Plan or JHA – As required by contract or specification

The Owner, its Representatives and the ROCIP Safety and Project Manager shall have the right to review all documentation at any time upon request. The Contractor shall give full cooperation with these reviews.
The following documentation shall be in the contractor safety files:

- Written project site-specific Safety & Health Plan
- Hazard Communication Program, including current MSDS’s.
- A project-specific MSDS file shall be maintained on-site for employee review
- Site emergency plans
- All required safety & health permits
- Weekly safety meeting reports - including meeting topic(s) and employee attendance sheets
- Specific job hazard worker training
- Daily jobsite safety inspection reports - including documentation of corrective measures
- Equipment inspection reports
- Crane inspection reports - daily and monthly (annual certification reports required prior to equipment operation)
- Employee orientation training records
- Accident investigation reports, including near-misses
- Job Hazard Analysis
- Competent person qualifications
- Written safety violations
- Noise and air quality monitoring

**PRE TASK PLANNING / Job Hazard Analysis (JHA)**

In order to provide Contractor employees with a safe workplace or work area by pre-planning hazardous work, a Job Hazard Analysis (JHA) shall be prepared. JHA’s shall be required when, through pre-job planning, it is determined that the process, equipment or procedure indicates potential for serious injury and/or property damage. The Contractor shall also prepare a JHA upon request by a ROCIP Team member. JHA’s will be done daily, signed by all crew members daily, and turned in daily to the CMAR. JHA’s should be kept in the work area, possibly at the tool box and/or where they are readily available to the workers. JHA’s will also be on file with the contractor.

The JHA shall be used by Contractors to analyze each of the jobs they perform, to identify the existing and potential hazards associated with each job step and to establish controls for them. These JHA’s shall be used as a task-specific training tool to advice employees, inspectors, and visitors of potential hazards and required safety precautions.

Each employee working on the project shall sign a training log indicating that they understand the hazards of the project as indicated on the JHA.

**GENERAL SAFETY PROVISIONS**

1. The Contractor shall protect the health and safety of employees, the public, tenants, DFW Airport employees and other persons, prevent damage to property, materials, supplies, and equipment, and avoid interrupting the normal operation of the airport. To achieve these objectives, the Contractor shall conduct all work in conformance with (but not limited to) the following:

b. Prevent employees, subcontractors, suppliers, or equipment from intruding upon the Air Operations Area (AOA), without the knowledge and concurrence of the Airport Operations Department. The DFW’s Airfield Operations Department will establish the guidelines to be followed during such operations and issue appropriate user notices of changes to standard airport facilities.

c. Prevent trash, water, snow, dirt, debris, or other transient materials with foreign object damage (FOD) potential from entering into or remaining in construction and/or maintenance areas, whether on runways, taxiways, aprons, or in related safety areas. Further, the Contractor shall not allow any material or equipment to obscure pavement markings, pavement edges, or detract from visibility of runway taxiway markings or lighting.

d. Not use any vehicles, equipment, excavations, or stockpiles of materials, which could degrade or otherwise interfere with the electronic signals from radios or electronic navigational aids.

e. Establish a Fire Prevention Plan referencing OSHA, NFPA and DFW standards. Approved safety cans shall be used for flammable and combustible liquids. “NO SMOKING” or “OPEN FLAME” signs and fire extinguishers shall be provided where required. The Contractor’s Fire Prevention Plan shall be submitted to the Prime Contractor Safety Manager for the Fire Marshal’s approval.

f. Maintain radio communication between the construction and maintenance vehicles and air traffic control tower or other on-field communications facility as required on the AOA.

g. Prevent construction/maintenance activities or materials from hampering any crash-fire rescue (CFR) vehicle access to all parts of the airport, including Airfield Rescue & Fire Fighting (ARFF) roadways.

h. Remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water while on or near the airport.

i. Secure all material and equipment, such as trash cans and lightweight construction materials, to prevent displacement from wind or jet blast.

j. Provide adequate and proper fencing, barricading, marking, and lighting on construction, maintenance, or other sections that are temporarily closed to normal airport use. A traffic plan must be filed with the Airfield Operations Department.

k. All outdoor temporary electrical wiring within the construction area will be Type SO direct burial type romex, or installed in rigid conduit. If installed outside the limits of the construction area it shall meet the requirements of the National Electric Code (N.E.C.) and DFW Building Code.
I. Ensure that no welding or cutting operations, which may provide an open flame or hot surface, is performed until the CMAR Safety Manager has been notified and a permit obtained from the CMAR Safety Manager and the Fire Marshall to conduct such operations.

m. Have anti-flashback devices installed on the fuel side of all fuel gas and oxygen cutting, brazing, soldering and welding torches. Equipment shall be in good repair.

n. Control dust by using water trucks, sweeping, and other additional means.

o. Ensure that material is not dropped outside the exterior wall of the building where the drop distance is more than twenty (20) feet, unless contained in a chute enclosed on all sides. If the drop distance is less than twenty (20) feet, the landing area must be barricaded at least 42 inches high and back six (6) feet or more from the edge of the open area at the landing.

p. Implement any additional measure the Prime Contractor Safety Manager or ROCIP Safety Manager determines to be reasonably necessary to ensure project safety.

2. Upon completion of work within the AOA, the Contractor shall return all areas to the conditions required by the Contract and notify the DFW Program Manager who will issue the proper notice indicating completion of the construction.

3. The Contractor shall be responsible for providing and requiring the use of required personal protective equipment for its employees. At minimum, all on-site employees shall wear a hard hat, a Class 2 high visibility safety vest, safety eye protection and proper (thick sole) boots. Hearing protection shall be available and worn by employees in locations where the ambient noise level exceeds 85 decibels.

4. Gambling, fighting, or horseplay shall not be tolerated and will be grounds for immediate removal from the project.

5. No employee shall possess, use, or be under the influence of drugs or alcohol while on the project.

6. Any contractor employee who is found to be in violation of these safety rules or other DFW ROCIP Program policies or guidelines may be removed from the job site.

7. The Contractor shall take all necessary steps to prevent the following hazards:

a. Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any operational runway, taxiway, taxi lane, or in a related safety approach or departure area.

b. Pavement drop-offs or pavement-turf lips in excess of three (3) inches (either permanent or temporary).

c. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxi lane, or in any related approach, departure, or safety area.
d. Objects, especially tall cranes or drills that are not properly lighted or flagged, or activities on or anywhere in the vicinity of active runways, approaches, or departures which could be distracting, confusing, or alarming to pilots during aircraft operations.

e. Barricades not properly highlighted for easy visibility by flight crews and airport support personnel. Survey tape shall not be used.

f. Night work lighting directed in such a manner that it interferes with airport operations.

g. Elongated/unmarked obstructions and misleading or malfunctioning obstruction lights in the approach to any open runway, approach, or departure surface. The Contractor must provide adequate clearances for takeoffs and landing over obstructions or work or storage areas.

8. In the event a hazardous condition does exist, the Contractor shall immediately coordinate the corrective action with the Airport Operations Officer who will issue the proper notices to the airport users.

9. The Contractor shall provide or maintain the following:

a. Temporary runway and taxiway threshold marking and lighting as required.

b. An employee on twenty-four (24) hour call (and another person as backup) with the authority to maintain construction barricades and signal flashers at airside.

c. Documented daily inspections of temporary airside fencing. Repairs shall be given top priority to deter human and animal intrusion into the Airport Operations Areas. Documentation can be incorporated onto daily jobsite inspection reports.

d. Lunch and other breaks for Contractors and other employees working in the Air Operations Area (AOA) only in areas approved/designated by the CMAR, after coordinating with the affected tenant and the ROCIP Program Manager.


a. Each Contractor, Consultant, or supplier employee driving motor vehicles on the airport shall have a valid driver’s license and proof of vehicle insurance. Each such motor vehicle shall have a current safety inspection sticker as required by the State of Texas.

b. All Contractor or Consultant personnel driving motor vehicles into the AOA must obtain an AOA operator’s permit through the Airport Operations Officer. A licensed operator using a registered vehicle must escort any unlicensed operator or unregistered vehicle entering the AOA.

c. After award of the contract and before commencing use of vehicles, the Contractor shall furnish the CMAR and DFW Program Manager a list showing the following:

   I. Name and address of each of his employees and those of his Subcontractors that will be involved with the use of motor vehicles.

   II. The operators permit number for each employee in Item above.

   III. The registration number of each vehicle that will be used at the airport.
11. Only properly identified vehicles shall be allowed in the project work area. Vehicles must have the following:

a. A flashing yellow dome-type light when any vehicle is operating on the AOA during the hours of darkness.

b. Identification markings in sharp contrast to the rest of the vehicle.

12. When any vehicle other than those approved for use in the AOA is required to travel over any portion of that area, it shall be escorted into, through and out of the AOA by a vehicle properly identified to operate in the area. A flag or escort vehicle is not required for vehicles, which have been painted, marked, or lighted for use within the AOA.

13. The Contractor shall furnish, at his/her own expense, flagmen as necessary to control the work traffic, unless otherwise directed by the DFW Program Manager.

14. No vehicle or equipment operator shall dismount any equipment without first turning off the engine and/or securing the equipment from moving.

15. All vehicles with obstructed view to the rear shall be equipped with a functioning backup alarm or flagman.

16. Contractor’s traffic will not be permitted to cross active runways, taxiways, and ramps in the AOA, except as specifically approved and controlled by the Air Operations Officer. It shall be the Contractor’s responsibility to ascertain the status of runways, taxiways, and ramps at all times by consulting the DFW Air Operations Officer and maintaining continuous communications while on the air side through the means identified by the DFW Air Operations Officer. The clearance should be confirmed by the driver’s personal observation that no aircraft is approaching or departing in that area.

17. Spoil covers shall be used whenever trucks are loaded and operating on DFW property.

18. The Contractor shall provide means for cleaning haul vehicles as needed to prevent mud and other deleterious material from accumulating on ramps, taxiways, runways and airport roads.

19. Employee parking shall be as designated.

20. All construction equipment windshields and side windows shall be clean and unbroken. Safety equipment such as head, tail, brake, and clearance lights, etc. shall be kept clean and tested daily, or at the beginning of each shift while operating in the AOA.

21. Heavy equipment with rotating superstructure such as back hoes and power shovels including cranes shall be guarded in such a manner that rotation of the superstructure shall not present danger to pedestrians or infringe into any traffic lane.

22. Access to the construction sites and haul roads shall be shown and described in the contract documents.

23. Prior to the start of construction on the AOA, the Contractor’s Safety Representative shall tour airside with an Air Operations Officer.
Scaffolds and Stair Towers

The Project requires 100% continuous fall protection during the erection and dismantling of scaffolds where employees may be exposed to a fall greater than (6) six feet. A competent person must be present during erection, dismantling or moving of scaffold. Per OSHA, competent person determines feasibility of utilization of fall protection. The Contractor/Subcontractor shall develop and use a scaffold tagging system similar to the following:

Tagging

The tagging procedure, at minimum, shall consist of two (2) tags. The appropriate tag will be placed on a scaffold approved by the competent person. Each tag must have at least the following information and be visible by all employees:

- Date tag was placed - date of the last inspection.
- Name of person inspecting. All tags must be weather resistant.

A **GREEN** tag means the scaffold complies with federal OSHA regulations and can be used by any person.

A **RED** tag shall be placed on a scaffold that is being erected, dismantled, damaged and/or defective. No employees except members of the erection/dismantling crew shall work from a red tagged scaffold.

Employees will be instructed to read tags before using scaffolds. If a tag is not attached to the scaffold **DO NOT USE** the scaffold.

Elevated Walking and Working Surfaces

**Barrier Identification Tape**

**Barrier identification tape is strictly prohibited from being used for any form of personnel fall protection.** Tape placed must be maintained in good condition during the time it is meant to be utilized.

- YELLOW barricade tape shall be used for CAUTION/WARNING
- RED barricade tape shall be used for DANGER DO NOT ENTER

Note: Once the area barricaded is free of the hazard(s) for which it was erected the tape will be removed and properly discarded.
**Aerial Work Platforms**

Employees that are to operate an aerial lift shall be trained and have proof of training onsite.

Daily documented evidence of inspection prior to use shall be maintained on the equipment. Any deficiency that may compromise the safety of employees shall be reported to the designated competent person.

Employees shall understand the safe operation of lifts per the manufacturer’s requirements and OSHA requirements.

Under the operation of a boom type lift, employees are required to be restrained 100% of the time with a full body harness and anchored onto the manufacturer’s designated anchorage point in the basket.

On scissor type lifts, tie off is only required when the manufacturer has provided a designated anchorage point inside the basket.

Aerial work platforms must be identified per Contractor.

**Fall Protection**

Employees shall not be exposed to fall hazards. When an employee observes a fall hazard, they will notify their supervisor of the hazard. The responsible Contractor will immediately correct the hazard. **100% continuous fall protection, for fall hazards greater than six (6') feet, shall be implemented on this Project - including steel erection and scaffold use, erection and dismantling.**

Each Contractor shall be responsible for meeting fall protection requirements in their overall safety and health program.

Each Contractor shall evaluate ALL fall exposure conditions or tasks and must develop a Fall Protection Plan which outlines what methods, procedures and/or devices will be used in their program.

Each Contractor shall be responsible for implementing the requirements to achieve fall protection in accordance with all Federal, State, local rules, regulations, and the OCIP Safety and Health Guideline.

All fall protection systems used on this project shall comply with OSHA regulations and the project safety guidelines. Fall protection shall provide a positive means of protection. **Safety Monitoring Systems are not considered positive means of fall protection and shall not be permitted.** Any employee exposed to a fall greater than six (6) feet shall use approved fall protection equipment or devices. Fall protection systems shall be designed and installed under the direction of a Registered Professional Engineer or Qualified Person.

Fall protection is required, as a minimum, under the following examples:

- Formwork and reinforcing steel. Each employee on the face of formwork or reinforcing steel shall be protected from falling 6 feet or more to lower levels by Personal Fall Arrest Systems, safety net systems, or positioning device systems.

- When working from a telescoping, articulating, or rotating type lifts and scissors lifts (if operating on an uneven surface), personnel shall wear a safety harness with shock absorbing lanyard or
SRL, secured to an approved anchorage point.

- When working on a platform or other support not equipped with an adequate guardrail, which is higher than six (6) feet from a solid surface.

- When working from a crane-suspended work platform, a safety harness with shock absorbing lanyard or SRL is mandatory.

- When an employee may have to be lowered into or raised from a confined space, a personal fall arrest system will be worn. The employee will be supported by an approved platform or a boatswain’s chair, with certified hoisting device and fall arrest device. An air monitoring system should be provided when necessary.

- When working adjacent to an unguarded floor opening or sloped roof, a lifeline system is required for mobility. A positive means of fall protection must be provided unless it can be proven infeasible.

- All information supporting the infeasibility of fall protection must appear on the JHA with the signatures of all affected employees.

- When working adjacent to an excavation, pit or trench six (6) feet or greater in depth, employees will be instructed on the proper wearing and use of personal Fall Protection Arrest Systems or systems that equally provide employee fall protection.

- All excavation, pit or trench work will meet 29 CFR 1926.651 standards and requirements.

- **Barricade tape is not adequate fall protection.**

The Fall Protection Plan shall detail in writing when fall protection is required and exactly how this protection is to be provided. This written plan is required for any Contractor exposing workers to falls six (6) feet or greater.

The Contractor shall prepare a written training program to ensure that each employee who might be exposed to fall hazards is knowledgeable of the Fall Protection Plan requirements. The program shall enable each employee the ability to recognize the hazards of falling and shall train each employee in the procedures to be followed in order to eliminate or minimize these hazards.

The Contractor shall assure that each employee has been trained.

**Personnel who willfully violate the established fall protection plan/regulations shall be removed from the project IMMEDIATELY.**
Confined Space Entry

All employees required to enter a confined space shall be knowledgeable of the hazards involved with confined space entry. Prior to the start of such an entry the Contractor involved in the work will develop a Confined Space Entry Procedure. The Contractor shall train all personnel who will enter the confined space. No one shall enter a confined space area until properly instructed. Contractors shall identify all confined spaces within their work area with a sign identifying the area as a confined space.

A Confined Space Entry procedure shall be used to:
- Prevent inadvertent operation of equipment and/or work process while people are working in the confined space.
- Eliminate unexpected exposure to hazardous materials, oxygen deficient or inert/toxic gaseous atmosphere while working in confined spaces.
- Plan for a timely and effective response to an emergency during a confined space entry.

Confined Spaces are considered to be areas with limited entry and exit, or poor natural ventilation, and not intended for human occupancy. Examples of a confined space include: tanks, covered basins, vaults, columns, mixers, manholes, pipelines, sumps, ditches or excavations.

All spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise.

Safety considerations include but are not limited to: atmosphere testing for gaseous conditions/lack of oxygen, appropriate personal protective and emergency equipment, and additional personnel as needed to assure communications and assist the individual conducting the entry.

A Permit Required Confined Space means confined space that has one or more of the following:
- May or may not potentially contain a hazardous atmosphere;
- Contains a material that has potential for engulfing entrant;
- Has internal configuration that could trap the entrant;
- Contains any other recognized serious health or safety hazard;

Contractors shall provide their own permit.

A Non-Permit Required Confined Space is a confined space that does not contain or with respect to atmospheric hazards, the potential of causing death or serious physical harm.
Employee Ground Transportation

The purpose of this section is to establish minimum acceptable guidelines for the safe transportation of all personnel traveling within the Project confines. Eliminate personal accidents and injuries resulting from improper equipment use.

Contractors are responsible for assuring that all personnel follow the requirements of this section and prohibit improper transportation of employees and visitors. Transporting employees in cargo beds of pickups, vans, etc. is prohibited, unless manufacturer approved seats and seat belts are provided and used.

- Operators must be qualified. Vehicle operators must have valid state operator’s license for the class of vehicle being operated.
- All equipment/vehicles must be identified (company logo) per specifications.
- Safe speed must be maintained and adjusted to site conditions.
- Use flashers/headlamps as directed.
- Mobile cranes, forklifts, winch trucks, front-end loaders, tractors and other materials handling equipment are not permitted to transport passengers.

Trucks

- A maximum of three passengers are permitted to ride inside of the truck cab unless the cab is specifically designed to accommodate additional passengers.
- Passengers shall ride with all portions of their bodies inside the truck body or frame.
- Passengers shall be in the seated position, with the seat belts secured and adjusted properly, before the vehicle is set in motion.
- Riding on a vehicle’s bumper or tailgate is prohibited.
- Tailgates will be closed and latched before the vehicle is operated.
- Passengers are not permitted to ride in the body of a dump truck, in the bed of a pickup truck or in trailers.
- Passengers are not permitted to ride on top of the load or to hold materials from shifting.
- Vehicles must be designed to accommodate passenger transportation or the vehicle shall not be used for that purpose.
- Drivers transporting passengers shall follow the posted speed limit and Project traffic rules.
- The Contractor shall establish a designated employee parking area. Employee vehicles shall not be allowed on the construction project.
Housekeeping - MUST BE A CONTINUING PROCESS

The purpose of this section is to incorporate into the day-to-day work activity a good housekeeping action plan that will be followed by all Contractors working on the project.

- Contractors, through inspection and example, are responsible for assuring that trash and debris remain out of the work areas. Contractors are responsible for all of their work areas and the work areas of their subcontractors and sub-subcontractors. If poor housekeeping practices are observed, corrective action will be discussed with the appropriate Contractor to remind them that cluttered work areas will not be tolerated and that their work area(s) pose a hazard to his employees and other personnel.
- Should the Contractor fail to address and correct their poor housekeeping, upon 24 hour written notification, the “owner” may at its option, cause the same to be removed and charge the expense of such removal to the appropriate Contractor.
- Contractors shall monitor their work areas daily or more frequently if needed to assure that all debris is removed to minimize hazards.
- Loading of haulage vehicles should be conducted to minimize spillage.
- Vehicles/equipment should be maintained so that no fluids will leak.
- Waste containers should be provided at the direction of the CMAR.

Project Electrical Requirements

- The Contractor shall implement an electrical safety program. This safety program element shall include safe installation, work practices, maintenance, and special equipment considerations. All electrical installations, either temporary or permanent, shall be in conformance with the DFW Code, National Electrical Safety Code, NFPA-70, ANSI-C1, and low and high voltage electrical safety orders OSHA code requirements. Only qualified employees shall install electrical tools and equipment, defective and/or improperly installed equipment shall be repaired immediately.
- Only qualified electricians familiar with code requirements shall be allowed to perform electrical work.
- Extension cords used with portable electrical tools and appliances shall be heavy duty (minimum 12 AWG) and of the three-wire type. Cords shall be covered, elevated or otherwise protected from damage that would create a hazard to construction site personnel.
- Electrical cords and equipment shall be visually inspected before each shift for external defects. All damaged and defective cords shall be removed from service immediately (this includes cords with the ground prong missing).
- **All temporary cords, electrical tools, and equipment shall be properly protected by ground fault circuit interrupters (GFCI).** All portable generators shall have properly functioning GFCI outlets. GFCI receptacles shall be tested monthly with a multi-range GFCI tester (the tests shall be documented) to insure the GFCI is properly functioning and protecting the worker.
A "task-specific" lockout/tagout safety plan shall be established to ensure power sources to equipment and/or machinery are isolated and de-energized. This plan shall establish minimum steps necessary to disable equipment and machinery to prevent the unexpected release of potentially hazardous energy. Lockout/Tagout shall be performed in accordance with 29 CFR 1910.147.

Cranes and Hoisting Equipment

- Cranes and hoists shall not be used without a current annual certificate of examination and testing issued by an accredited third party crane examiner. **Annual inspection certificates shall be available when cranes arrive on-site. Operators manual shall be in the cab of each crane prior to crane operation.**
- Only certified and designated personnel shall operate cranes or hoisting equipment.
- Crane operators must have current (Certified Crane Operator) CCO certification and/or local or state certification and copy to be provided to CMAR’s safety manager upon arrival.
- Rated load capacities and recommended operating speeds, special hazard warnings, or instructions, shall be conspicuously posted on all equipment; they shall be visible to the operator from his/her control station, and an accessible fire extinguisher of 10:ABC rating, shall be available at all operator stations or cabs of equipment. Crane operations position shall be kept clear of loose tools or material.
- Outrigger cribbing shall be used for all crane operations.
- All cranes working over shafts or lifting personnel platforms shall have anti-two block devices installed and operating properly.
- Radio or other positive means of communication shall be used to direct the operator when the point of operation is not in direct view of the operator.
- The operator shall respond to signals from only one person. The operator shall not follow any signal which is not understood, but shall always obey a stop signal.
- The operator shall be responsible for the operations and load under their control at all times.
- Whenever there are doubts about the safety of movement, the operator shall stop operations until safety is assured.
- Only properly trained, qualified personnel shall rig loads/signal crane operators. Evidence of operator qualifications must be available for review.
- A warning signal, such as a horn, shall be sounded to alert personnel to proximity of moving loads. Loads should not be passed over personnel, and personnel should not be permitted to work in the area directly under a suspended load.
- Concrete buckets - Employees shall not be permitted to work under concrete buckets while the buckets are elevated.

**Employees shall keep out from under suspended loads at all times.**
- Employees shall not ride on loads, slings, hooks, buckets or other load handling attachments.
• All repairs, adjustments, modifications, rigging assembly or dismantling shall be conducted only by qualified and authorized personnel.

• The swing radius shall be barricaded or other positive means shall be taken to prevent personnel from entering the area between the counter weight/swing radius and any stationary and/or outside obstructions.

• A critical lift checklist will be completed and submitted anytime:
  - 2 cranes are used to make a lift
  - when a lift exceeds 75% of the load chart
  - or any unusual conditions are encountered
  (See Appendix B, “Critical Lift Checklist”)

• Crane suspended work platforms shall only be used if there is no other safe means to reach the work area. The Contractor shall complete a JHA prior to the lift.

• Any overhead wire shall be considered to be energized unless and until the person owning such line or operating officials of the electrical utility supplying the line assures that it is NOT ENERGIZED and it has been visibly grounded at the work site.

• Taglines shall be used to control all suspended loads

• Daily inspection of all cranes shall be completed and documented prior to crane use and must be onsite while crane is being operated.

**Rigging (Trained & Documented as required by OSHA)**

• Rigging operations shall be planned and supervised by Competent Personnel to ensure that the best methods and most suitable equipment and tackle are employed. This should be the superintendent or foreman in charge.

**Job site management shall ensure that:**

• Proper rigging equipment is available.
• All rigging is inspected before use. Documented inspections are required.
• Correct load ratings are available for the material and equipment used for rigging.
• Rigging material and equipment are in proper working order and labeled with maximum capacity tags.

**The supervisor of the hoisting operation shall be responsible for:**

• Proper rigging of the load.
• Supervision of the rigging crew.
• Ensuring that the rigging material or equipment have the necessary capacity for the job and are in safe condition.
• Ensuring correct assembly of rigging material or equipment as required during the operation, such as the installation of lifting bolts.
• Safety of the rigging crew and other personnel as they are affected by the rigging operation.
Excavation (Any process which disturbs soil)

A. Contact DFW Program Manager through the Construction Manager at least 72 hours prior to proposed work for location of underground hazards (cables, ducts, fuel lines, etc.) A request form will be provided to the contractor.

B. The contractor must call at least 72 hours prior to proposed excavation for location of utilities. Contractor must make arrangements to have personnel at the site when utilities are located. Documentation of the control number must be maintained on site.

C. **Utilities must be located/marked prior to any excavation.**

Earthmoving Equipment and Trucks

- All earthmoving equipment shall be maintained in safe working condition and shall be appropriate and adequate for the intended use.
- Only authorized personnel shall operate equipment. Operators of equipment, machinery or vehicles shall be qualified and properly licensed for the operation involved.
- Equipment maintenance shall be performed only by qualified mechanics.
- Equipment operators and truck drivers shall make a documented pre-shift safety inspection of their equipment. Any conditions that effect safe operation will be corrected before use.
- Maintain daily inspection log available for review.
- Equipment shall not be operated unless all required safety devices are in place and functioning properly.
- Careless, reckless or otherwise unsafe operation or use of equipment shall result in discipline and may constitute grounds for dismissal.
- Before performing any service or repair work, all equipment shall be stopped and positively secured against movement or operation, locked and tagged out of service, unless it is designed to be serviced while running, following the manufacturer’s instructions.
- When equipment is serviced or repaired, the operator shall dismount the equipment until the service, or repair is completed and then makes a complete walk-around safety check before remounting.
- All heavy equipment including: cranes, forklifts, dozers, end-loaders, skid-steers, etc., shall have a reverse signal/back-up alarm audible above surrounding background noise.
- All off-highway earthmoving equipment and trucks such as loaders, dozers, scrapers, motor graders, rock trucks, tractors, rollers and compactors shall be equipped with roll-over protective structures (ROPS) and seat belts.
- Seat belts shall be used and adjusted properly by operators of all heavy equipment.
- Mobile equipment shall not be left unattended unless parked securely to prevent movement, with all ground engaging tools lowered to the ground, brakes set and the engine off.
• Equipment parked at night shall be lighted, barricaded or otherwise clearly marked when exposed to traffic. Keys shall not be left in equipment overnight.

• Personnel shall not be transported or ride on equipment or vehicles that are not equipped with seats for passengers.

• When fueling equipment or vehicles with gasoline or liquefied petroleum gas (LPG) the engine shall be shut down.

• All equipment and vehicles shall be equipped with appropriate fire extinguisher or fire suppression system.

• Haul roads shall be designed, constructed and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs shall be used where necessary.

• Elevated roadways shall have axle high beams or guards maintained on their outer banks.

• Equipment, tools, and materials hauled on pickups and flatbed trucks must be secured to prevent them from falling onto the road.

**Hot Work**

• Hot Work is any temporary or permanent operation involving open flames or producing heat and/or sparks. This includes but is not limited to: brazing, cutting, grinding, soldering, torch applied roofing and welding.

• Consider alternative methods to Hot Work and avoid all Hot Work if possible.

• All Hot Work operations require a Hot Work permit issued by the DFW Fire Marshall, as illustrated in Appendix G. Requirements listed on the permit shall be followed at all times.

• Prior to conducting Hot Work, a "10lb ABC" rated fire extinguisher shall be within easy reach of the worker.

• A fire watch shall be stationed at the Hot Work site and all locations where sparks and/or flames may fall to a lower floor/work area or to another side of a wall.

• Fire watch must stay on guard at the Hot Work site for at least 30 minutes after work is completed, or longer as directed on the issued Hot Work permit.

• The issued Hot Work permit shall be kept at the Hot Work location.

• Welding leads and cutting hoses shall be kept clear of walkways and stairways.

• Flash arrestors shall be installed provided in both oxygen and acetylene hoses at the regulator connection.

• Welders shall wear approved eye and head protection when welding. Personnel assisting the welder shall also wear approved eye protection.

• A suitable cylinder truck, with chain shall be used to keep cylinders from being knocked over while in use.

• Spent welding rods shall be picked up and disposed of daily.

• When practical all welding and cutting operations shall be shielded by non-combustible or flame-proof screens.

• Oxygen and acetylene cylinders shall not be stored inside buildings.
• Rubber boot protectors shall be provided on all welding leads were they make connections at the welding machine.
• Requests for permits should be directed to the DFW Fire Marshall’s office at 972-973-3580.

Fire Protection System Impairments

• Fire protection system impairments consist of permanent or temporary inactivity/removal of automatic fire sprinklers, smoke/heat/flame detection, alarm panels, strobes & horns.
• All impairments require an approved “Fire System Impairment Activity Request”, as illustrated in Appendix H, to be issued by the DFW Fire Marshall.
• The Fire System Impairment Activity Request shall be submitted to the DFW Fire Marshall a minimum of 48 hours prior to planned impairments.
• Construction Managers at Risk shall be notified of the approved impairment, type, expected duration & loss prevention precautions being taken during the impairment.
• Construction Managers at Risk shall be informed of when the impairment has been removed and service has been restored.
• A “Fire Protection Out of Service!” tag shall be attached to the affected fire system control valves, alarm panels or fire department connections for the duration of the impairment.

Fire Watch

• A fire watch consists of authorized personnel walking in the entire construction zone within a 1-hour period. The construction zone consists of the area with an impaired fire protection system or where Hot Work is taking place.
• If the authorized person cannot patrol the entire affected area within a 1-hour period, then additional personnel are required for the fire watch.
• Only personnel deemed qualified by the DFW Fire Marshal shall serve as an on-site fire watch.
• Qualified personnel will be required to have at least one approved means for notification of the DFW Fire Department.
• A dedicated fire watch shall be conducted for at least 2 hours after torch applied roofing torches have been extinguished.
Personal Protective Equipment

Eye and Face Protection

All employees shall wear safety glasses 100% of the time while on the construction site. Minimum eye protection shall include approved safety glasses with side shields which meet the standards specified in ANSI Z-87.1-1989 (this shall also include prescription eye wear).

Additional eye and face protection in combination shall be worn when:
- Welding, burning or cutting with torches
- Using abrasive wheels, portable grinders or files
- Chipping concrete, stone or metal
- Working with any materials subject to scaling, flaking or chipping
- Drilling or working under dusty conditions
- Using explosive actuated fastening or nailing tools
- Working with compressed air or other gases

Only clear safety glasses shall be worn inside any building(s).

Prescription lenses must be Z87 rated with side shields or “over glasses” must be worn.

Head Protection

All construction workers shall wear hard hats which meet ANSI Z 89.1-1986, 100% of the time while on the construction site. Hard hats shall display the company decal where the employee works.

Hard hat with front brim will be worn with brim in front. No caps or hats worn under hard hats.

Hearing Protection

Work areas shall be monitored to identify areas of high noise exposure (85 dBA and higher). All work areas identified as high noise exposure shall be properly posted to warn employees of the exposure.

Appropriate hearing protection shall be worn in work areas where noise levels are 85 dBA or greater.

Respiratory Protection

Contractors, whose work activities warrant that employees wear respiratory protection, shall establish and implement a respiratory protection program. The program shall meet the requirements set forth by OSHA’s CFR 1926 and CFR 1910 respiratory protection program standards.
Foot Protection

All personnel on the construction site shall wear leather hard-soled work shoes or boots. No one is permitted to wear sneakers (including ANSI approved), tennis shoes or athletic shoes of any type, sandals, high heels or thongs on the construction site.

Clothing

Suitable clothing for construction shall be worn on the construction site. Ripped/torn shirts-pants not permitted. Shirts with sleeves (at least t-shirt (4 inches) in length) and full length pants shall be required. Shorts, sweat pants or tank-tops are not allowed.

All employees, at minimum must wear a Class II, Level 2 safety vest.

All delivery personnel, vendors and visitors shall comply with same Personal Protective Equipment requirements.
Appendix A – Suggested Employee Disciplinary Guideline for Contractors

The discipline policy is intended to encourage compliance with the requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all additions and revisions thereto, as well as other applicable federal, state and local requirements and this Safety and Health Guideline. Workers performing work in an unsafe manner that would endanger the employee, other workers or the public shall be subject to discipline or termination.

The Project Representative in conjunction with the Project Manager and Project Foreman will determine the course of action best suited to the circumstances. The steps to be taken shall be progressive, except in the most egregious circumstances and shall include:

a) **Non-Serious (e.g. not wearing safety glasses)** – Initial, isolated, or rare instances of violation, that do not result in danger to the employee, property, or others, should be corrected through non disciplinary discussion and instruction. Safety violations of a less serious nature will be handled as follows:

- First Offense: Written Warning
- Second Offense: Employee given three-day suspension without pay
- Third Offense: Removal of employee from Project & I.D. confiscated

b) **Serious (e.g. crossing through red tape area)** – One which could result in serious injury or loss of life or serious loss of property, shall be subject to:

- First Offense: Employee given three-day suspension without pay
- Second Offense: Removal of employee from Project & I.D. confiscated

c) **Supervisor Accountability** – If two or more employees working for the same supervisor are found in serious violation as described above, that subcontractor supervisor is also subject to disciplinary action up to and including immediate discharge.

**Documentation** –

Notice of safety violation (written) prepared by the contractor shall be given to the employee, and a copy sent to the Project Safety Representative.
Appendix B - Critical Lift Checklist Guidelines

Project: ___________________________  Date: ___________________________

Description of Lift: _____________________________________________________________

Name of supervisor in charge of lift: ______________________________________________
Name of crane operator(s): _______________________________________________________
Name of signal person(s): ________________________________________________________

Crane Data: Make and Model: ____________  Gross Load Weight: ________________
Boom Length: ________________  Rigging Weight: __________________
Counterweight: ________________  Load block & line Weight: _______________
Capacity: ________________  Max. Load Radius: __________________

Load Data: Make and Model: ____________  Gross Load Weight: ________________
Gross Load Weight: ________________  Rigging Weight: __________________
Load block & line Weight: ________________  Max. Load Radius: __________________
Min. Load Angle: __________________
Max. Boom Angle: __________________
Min. Boom Angle: __________________
Net Load Weight: ________________

Pre-Lift Requirements:

___ Load is within chart limits.
___ Has the Center of Gravity of the Load been established and marked?
___ Is rigging adequate and in good condition?
___ Load chart utilized is for exact crane model; boom type, length, tip; counterweight.
___ Competent person in charge of lift: Name
___ Competent signal person identified: Name
___ Pre-pick meeting held with crew
___ Written crane inspection completed within 1 day of critical lift
___ Swing path not over personnel
___ Footing is sound and level (soil conditions/compaction, underground tunnel or utilities).
___ Pre-planning for radio or hand signal communications.
___ Minimum clearances from power lines can and will be maintained.
___ The load radius has been measured with tape measure.
___ Weather conditions have been checked, including wind speed.
___ Load will not touch boom at any time.
___ For dual crane lift – diagrams have been prepared.
___ Pad blocking is adequate and substantial.
___ Outriggers are fully extended.

Signed: ________________________________
Supervisor in Charge

______________________________________

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Appendix C – Substance Abuse Policy

Policy Statement:

The Dallas/Fort Worth International Airport Board, the DFW ROCIP Team are committed to providing project employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of these employees and visitors to our job site, promote a productive workplace, and protect the reputation of our project.

Consistent with those goals, the use, possession, distribution or sale at project sites of drugs, drug paraphernalia or alcohol is prohibited. A program of drug and alcohol testing will be instituted to monitor compliance with this policy.

Contractors / Subcontractors refusing to comply with this Drug and Alcohol Policy will not be permitted to work on this ROCIP project and will be noted as being in violation of their contract with the Owner, (DFW) / or other contractors & subcontractors working on this project.

This Policy does not represent a contract between the Owner, the Design Code & Construction, the ROCIP Team, Construction Managers At Risk, General Contractors, Subcontractors, employees or prospective employees of the project.

1.1 POLICY ADMINISTRATION

It is our combined goal to protect the health and safety of personnel, craft workers, and visitors to our job site; to promote a productive workplace, and protect the reputation of this OCIP.

Prohibited Substances

1. Drug or Drugs is/are defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs, look alike drugs, and under circumstances described in this policy, prescription drugs.

2. Alcohol is defined as any beverage or substance containing alcohol, ethyl alcohol or ethanol. “Alcohol Testing or Alcohol Test” means testing by certified breath-alcohol technician using a DOT approved initial screening device or urine alcohol testing conducted by a certified laboratory and confirmed by gas chromatography/mass spectroscopy (GC/MS)”. Test levels must not meet or exceed.04 grams per 210 liter of breath.

Pre-Project Testing

Prior to the beginning work on this Project, employers will be required to insure that all employees have met the requirements of this policy with a negative (passing) test result. Employers and Employees not meeting the requirements will not be allowed to work on the ROCIP job site.
Additional Testing of Employees

1. **Post-Accident**: It is agreed that drug and alcohol testing of employees shall be required after each and every work related incident. This testing shall take place at the medical facility providing treatment for the injury. A work related accident is defined as an accident resulting in an injury requiring treatment by a physician to the employee or other employees injured and / or resulting in damage to property or equipment.

2. **Reasonable Suspicion**: Is defined as supervision having a reason to suspect employee drug or alcohol use. The employer will bear the cost of this test.

3. **Random**— Must be included on contractor’s substance abuse program. Unscheduled – 5 – 10% of workforce per year. Random testing of project employees will also be conducted by the ROCIP at any time at ROCIP’s expense.

Points of Understanding Regarding Substance Abuse Testing

1. The employer, the medical facility and the testing laboratory agree that the results of the described tests are to be held in strictest **CONFIDENCE** between the employer and the medical facility (MRO). This is an issue of employee – employer relationship (employment) and falls under the requirements within the employers program.

A. Testing Procedures

1. At a minimum pre-project and post-accident testing is required.
2. Testing shall include the following drugs at a minimum: **Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene**
3. For reasons of safety, any employee subject to a reasonable suspicion test shall be suspended from work until test results are available.

B. Prescription Drugs

The use of current valid prescription drugs that may impair an Employee’s ability to safely perform his or her duties must be reported to the safety director, supervisor and management personnel.

C. Alcoholic Beverages

**Under no circumstances** are alcoholic beverages allowed on the DFW Project site.
D. Disciplinary Action

1. A positive pre-project or post-accident test will result in worker dismissal from this DFW project site

2. Employees found using, selling, possessing or manufacturing drugs shall be removed from this project and may be reported to local law enforcement.

E. Confidentiality

All actions taken under this policy will be in conformance with applicable State, Federal and local statutes and regulations.

F. Subcontractors and Vendors

Subcontractors, sub-tiered contractors, vendors and their employees shall cooperate with this policy in achieving a drug-free and alcohol-free workplace or work area.

G. Amendments to Policy

Amendments to this policy may be issued to comply with project owner requirements, state or local laws, or federal contract requirements.
Guidelines for Reasonable Suspicion

Observation Checklist

1. Walking
   ____ Stumbling
   ____ Staggering
   ____ Falling
   ____ Unable
   ____ Swaying
   ____ Unsteady
   ____ Holding On
   ____ Normal

2. Standing
   ____ Swaying
   ____ Rigid
   ____ Unable to Stand
   ____ Staggering
   ____ Sagging at Knees
   ____ Feet Wide Apart

3. Speech
   ____ Shouting
   ____ Silent
   ____ Whispering
   ____ Slow
   ____ Rambling
   ____ Mute
   ____ Slurred
   ____ Slobbering
   ____ Incoherent
   ____ Confused
   ____ Normal

4. Demeanor
   ____ Cooperative
   ____ Polite
   ____ Calm
   ____ Sleepy
   ____ Silent
   ____ Talkative
   ____ Crying
   ____ Excited
   ____ Sarcastic
   ____ Fighting

5. Actions
   ____ Resisting
   ____ Fighting
   ____ Threatening
   ____ Erratic
   ____ Communications
   ____ Drowsy
   ____ Profanity
   ____ Hyperactive
   ____ Hostile
   ____ Calm

6. Eyes
   ____ Bloodshot
   ____ Watery
   ____ Dilated
   ____ Glassy
   ____ Droopy
   ____ Closed
   ____ Normal

7. Face
   ____ Flushed
   ____ Pale
   ____ Sweaty
   ____ Normal

8. Appearance/
   ____ Unruly
   ____ Messy
   ____ Dirty
   ____ Partially Dressed
   ____ Body
   ____ Stains
   ____ Neat
   ____ Normal Excrement

9. Breathing
   ____ Alcoholic
   ____ Faint Alcohol
   ____ No Odor
   ____ Odor

10. Movement
    ____ Fumbling
    ____ Jerky
    ____ Slow
    ____ Hyperactive
    ____ Nervous
    ____ Normal

11. Eating/
    ____ Gum
    ____ Candy
    ____ Mints
    ____ Other – identify
    ____ Chewing

12. Other observations: (Visible drug use, possession, sale, etc.: poor attendance; poor work performance or accident; tampering with drug test; credible reports, etc.)

Observed by: ___________________________  Observed by: ___________________________

Date:_________  Time: __________

Location: ____________________________________________________________
### Appendix D - Report of Damage to Equipment or Property

**FORM – ROCIP ACCIDENT / INCIDENT REPORT**

**PROJECT NAME/DESCRIPTION:**

**CONTRACTORS NAME:**

<table>
<thead>
<tr>
<th>NAME OF PERSON REPORTING</th>
<th>EMPLOYER</th>
<th>PHONE</th>
<th>EMAIL OR FAX</th>
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<tbody>
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</table>

**ACCIDENT / INCIDENT INFORMATION**

**DATE OF ACCIDENT / INCIDENT:**

**TIME OF ACCIDENT / INCIDENT:**

☐ AM ☐ PM **DATE NOTIFIED:**

**ADDRESS OR LOCATION WHERE ACCIDENT / INCIDENT OCCURRED (BE SPECIFIC):**

________________________

**WERE THE POLICE CONTACTED?**

☐ YES ☐ NO **REPORT NUMBER**

**BRIEF DESCRIPTION OF ACCIDENT / INCIDENT**

(Use a separate sheet and diagram if necessary)

________________________

________________________

________________________

________________________

**CLAIMANT INFORMATION**

<table>
<thead>
<tr>
<th>CLAIMANT NAME</th>
<th>HOME PHONE#</th>
<th>WORK PHONE#</th>
<th>EMAIL</th>
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</table>

**ADDRESS**

________________________

**INJURED PARTY IS**

☐ MALE ☐ FEMALE

**INJURY INFORMATION**

**WERE ANY INJURIES INCURRED?**

☐ YES ☐ NO

**IF INJURY OCCURRED, GIVE BRIEF DESCRIPTION:**

________________________

**WHAT INITIAL TREATMENT DID THE CLAIMANT RECEIVE? (FIRST AID, EMERGENCY, ETC)**

________________________

**WITNESS INFORMATION**

<table>
<thead>
<tr>
<th>WITNESS NAME</th>
<th>PHONE#</th>
<th>EMPLOYER</th>
<th>EMAIL</th>
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**ADDRESS**

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**ADDRESS**

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### Appendix E - Contractor Monthly Report of Safety Statistics

**MONTHLY ACCIDENT EXPERIENCE SUMMARY**

<table>
<thead>
<tr>
<th>CONTRACT NO:</th>
<th>CONTRACTOR/SUBCONTRACTOR NAME:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>MONTH</th>
<th>YEAR</th>
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<tbody>
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<table>
<thead>
<tr>
<th>REPORTING PERIOD:</th>
<th>THROUGH:</th>
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<table>
<thead>
<tr>
<th>THIS MONTH</th>
<th>YEAR TO DATE</th>
<th>PROJECT TO DATE</th>
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<tbody>
<tr>
<td></td>
<td></td>
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**HOURS WORKED**

<table>
<thead>
<tr>
<th>PAYROLL</th>
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**OSHA Recordable Incidence Rate**

**Lost Time Incident Rate**

<table>
<thead>
<tr>
<th>i.</th>
<th>FIRST AID CASES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii.</td>
<td>OSHA RECORDABLE CASES</td>
</tr>
<tr>
<td>iii.</td>
<td>LOST TIME CASES (list each under comments)</td>
</tr>
<tr>
<td>iv.</td>
<td>TOTAL LOST WORK DAYS</td>
</tr>
<tr>
<td>v.</td>
<td>PROPERTY DAMAGE</td>
</tr>
<tr>
<td>vi.</td>
<td>EQUIPMENT</td>
</tr>
<tr>
<td>vii.</td>
<td>GENERAL PUBLIC</td>
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</table>

<table>
<thead>
<tr>
<th>COMMENTS:</th>
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</table>

Prepared By: ___________________________ Date: ___________________________

PM/Superintendent ___________________________ Date: ___________________________
APPENDIX F
EMERGENCY PLAN
DFW INTERNATIONAL AIRPORT BOARD

INTRODUCTION

This procedure is the guide for construction personnel to follow in the event of an emergency condition on the site, which may result from a fire, explosion, natural disaster, etc. The following outlines the action to be taken by construction personnel in accordance with the DFW Contractor Emergency Notification Procedures.

DFW CONTRACTOR EMERGENCY NOTIFICATION PROCEDURES

DFW TELEPHONE
COMMUNICATION PROCEDURES
DURING AN EMERGENCY

Primary Line of Communication: TELEPHONE
If a cell phone is used for 911 notification, caller must inform the 911 operator that they are located at DFW International Airport in order to insure connection to DFW’s 911 service.

I. MEDICAL EMERGENCY

A. Call 911. Provide as much information as possible:
   * Where is the patient? (Grid or terminal/gate number)
   * What is the patient’s complaint? Has this happened before?
   * What medications are they taking?

B. Contact each of the following:
   * Operations (972) 973-3112
   * ROCIP Safety Manager (972) 973-2392
   * ROCIP Program Manager (972) 973-2394

C. If busy or unanswered lines are encountered, proceed to the next number
D. Repeat list until all parties have been notified
E. Remain available for assisting C/ERT or DPS when they arrive
II. **UTILITY DISRUPTION**

A. Call 911. Provide as much information as possible:
   * What is the problem?
   * Where is the problem? (Grid or terminal/gate number)
   * Is it continuing? Is the problem contained?
   * Is anyone injured?

B. Keep everyone away from the hazard.
C. If a gas leak, de-energize sources.
D. Contact each of the following *as Appropriate or Affected*:
   * Airport Operations Center (972) 973-3112
   * ROCIP Safety Manager (972) 973-2392
   * ROCIP Program Manager (972) 973-2394

H. Repeat list until all affected parties have been notified.
I. Remain available for assisting DPS personnel when they arrive.

III. **FIRE**

A. Warn others in area to evacuate, then retreat to a safe distance.
B. Keep everyone away from the hazard without endangering yourself.
C. Call 911. Provide as much information as possible.
   * Where is the problem? (Grid or terminal/gate number)
   * Do you smell smoke? If you smell smoke, what color is it?
   * Do you see flames?
   * Is anyone hurt/ill?
   * Can everyone get out?

D. Use a fire extinguisher if it is safe to do so.
E. Contact each of the following:
   * Airport Operations Center (972) 973-3112
   * ROCIP Safety Manager (972) 973-2392
   * ROCIP Program Manager (972) 973-2394

F. If busy or unanswered lines are encountered, proceed to the next number.
G. Repeat list until all parties have been notified.
H. Remain available for assisting DPS personnel when they arrive.
IV. **CRIMINAL ACT**

A. Call 911. Provide as much information as possible:
* What is happening?
* Where is the problem? (Grid or terminal/gate number)
* How many people are involved? What do they look like?
* Does anyone have a weapon? What kind?
* Is anyone hurt?

B. Do not confront/challenge individual.
C. Remain available for assisting DPS personnel when they arrive.

V. **RESCUE (Trench, Confined Space, Etc.)**

A. If in a trench or confined space, exit if possible. Do not enter unsafe trench or confined space.
B. Keep everyone away from the hazard without endangering yourself.
C. Call 911. Provide as much information as possibly:
* What is the problem?
* Where is the problem? (Grid or terminal/gate number)
* Is the person still trapped?
* Is the person in immediate danger?

D. Contact each of the following:
* Airport Operations Center (972) 973-3112
* ROCIP Safety Manager (972) 973-2392
* ROCIP Program Manager (972) 973-2394

E. If busy or unanswered lines are encountered, proceed to the next number.
F. Repeat list until all parties have been notified.
G. Remain available for assisting DPS when they arrive.

VI. **AIR OPERATIONS EMERGENCY**

A. Call 911. Provide as much information as possibly:
* What is the problem?
* Where is the problem? (Grid or terminal/gate number)
* Is anyone injured?
* Is security still intact?

B. Keep everyone away from the hazard without endangering yourself.
C. Contact each of the following:
* Airport Operations Center (972) 973-3112
* ROCIP Safety Manager (972) 973-2392
* ROCIP Program Manager (972) 973-2394
D. If busy or unanswered lines are encountered, proceed to the next number.
E. Repeat list until all parties have been notified.
F. Remain available for assisting DPS when they arrive.

VII. HAZARDOUS MATERIAL

A. Retreat a safe distance (uphill/upwind).
B. Call 911. Provide as much information as possibly:
   * Where is the problem? (Grid or terminal/gate number)
   * What is the problem? What is the hazardous material?
   * Is the situation getting worse? Is the material contained?
   * Is anyone injured?
C. Keep anyone away from hazard without endangering yourself.
D. Contact each of the following:
   * Airport Operations Center (972) 973-3112
   * ROCIP Safety Manager (972) 973-2392
   * ROCIP Program Manager (972) 973-2394
E. If busy or unanswered lines are encountered, proceed to the next number.
F. Repeat list until all parties have been notified.
G. Remain available for assisting DPS when they arrive.

If an evacuation notice is given, go to the designated meeting point for your company. Wait to be counted by your supervisor. DO NOT LEAVE the meeting point until the All Clear Signal is given or you are released by your supervisor.
MEDIA RELATIONS/PUBLIC AFFAIRS

2. MEDIA RELATIONS/PUBLIC AFFAIRS

The Public Affairs Department of the Airport Board is responsible for media relations and public affairs. All inquiries from the media and general public shall be referred to the Public Affairs Department for response at 972-973-6397.

The Public Affairs Department issues a MEDIA IDENTIFICATION BADGE for the purpose of identifying media representatives and facilitating news coverage at the Airport. Media representatives to whom a MEDIA IDENTIFICATION BADGE has been issued may be authorized/escorted access to the scene of emergency events at the Airport.

UNDER NO CIRCUMSTANCES WILL MEDIA REPRESENTATIVES BE PERMITTED UNESCORTED ACCESS TO ANY EMERGENCY EVENT AT THE AIRPORT.

Media organizations and representatives shall not interfere with aircraft, airline and/or airport operations, and/or the response to or handling of any emergency condition while on Airport property.

Media organizations and representatives shall obey any directive or order issued by personnel representing the Airport Department of Public Safety.

A “DFW Airport Media Guide” outlining the protocol of responding to emergencies and covering the Airport is in effect and updated as needed.
APPENDIX G
Hot Work Permit Request

Permit Report

Hot work operation

Issued By
DFW Airport Fire Prevention
2100 E, 28th
DFW Airport, TX 75261
Phone: 972-973-3550
Fax: 972-973-3453

Issued To
C Level 1 (119)
GRAPEVINE, TX 75261

Permits:
P-6045-11-0018

HOT WORK = Operations including cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar situation.

The following guidelines apply to hot work in the following areas:
1. Public exhibitions and demonstrations where hot work is conducted.
2. Use of portable hot work equipment inside or outside a structure.
3. Fixed-site hot work equipment such as welding booths.
4. Hot work conducted within a hazardous fire area.
5. Application of roof coverings with the use of an open flame device.
6. Approved “hot work” self regulated programs approved by the Code Official.

Fire Safety Requirements:
1. Operators in charge of hot work operations shall be qualified to perform the hot work operations safely.
2. A pre-hot-work check report shall be performed prior to work. This report shall be available during and for 48 hours following the hot work process.
3. Where hot work is accessible to persons other than the operator of the hot work equipment, signs shall be posted to warn others before they enter the hot work area. (“CAUTION – HOT WORK IN PROGRESS – STAY CLEAR”)
4. Hot work areas shall not contain combustibles or shall be provided with appropriate shielding to prevent sparks, slag or heat from igniting exposed combustibles.
5. Openings or cracks in walls, floors, ducts or shafts within the hot work area shall be tightly covered to prevent the passage of sparks to adjacent combustible areas or shielded by metal fire-resistant guards or curtains.
6. Floors shall be kept clean within the hot work area.
7. Conveyor systems capable of carrying sparks to distant combustibles shall be shut down and/or shielded.
8. Partitions segregating hot work areas from other areas of the building shall be noncombustible and prevent the passage of sparks, slag, and heat from the hot work area.
9. Fixed hot work areas shall have floors with noncombustible surfaces.
10. Hot work shall not be performed on containers or equipment that contains or has contained flammable, liquids, gases or solids until the containers and equipment have been thoroughly cleaned, inerted or purged. Exception: Hot tapping of tanks and lines when approved.
11. Precautions shall be taken to avoid accidental operation of automatic fire detection systems when so equipped.
12. Fire watches shall be provided during and for 30 minutes after the conclusion of the work. The 30 minutes may be extended as conditions warrant. Exception: Where the hot work area has no fire hazards or combustible exposures a. Fire watch shall include the entire hot work area. Vertical and horizontal fire exposures that are not observable by a single individual shall have additional personnel assigned to ensure that exposed areas are monitored.
   b. Individual designated to fire watch shall have fire-extinguishing equipment readily available and shall be trained in the use of such equipment. Individuals assigned to fire watch duty shall be responsible for extinguishing spot fires and communicating an alarm.
   c. Where hose lines are required, they shall be connected, charged and ready for operation.
   d. A minimum of one portable fire extinguisher with a minimum 2-A:20-B:C rating shall be readily accessible within 30 feet of the locations where hot work is performed.
13. Prior to hot work, the individual responsible for the authorizing hot work operations shall inspect the area to ensure that it is a fire safe area.
APPENDIX H
FIRE PROTECTION SYSTEM IMPAIRMENT Request

FIRE PREVENTION OFFICE
TERMINAL FIRE SYSTEM PLANNED IMPAIRMENT REQUEST/NOTICE
FAX TO: (972) 973-3453 or E-MAIL TO: firemarshal@dfwairport.com & kfuquay@dfwairport.com

<table>
<thead>
<tr>
<th>FIRE SYSTEM IMPAIRMENT ACTIVITY REQUEST</th>
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<tr>
<td><strong>Business Name</strong></td>
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<tr>
<td><strong>Fire System Name/#</strong></td>
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<tr>
<td><strong>Requested By:</strong></td>
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<tr>
<td><strong>Contact Name:</strong></td>
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<td><strong>Contact Phone:</strong></td>
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<td><strong>Start Time</strong></td>
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Planned Test, Maintenance or Service Details: *(Completed by Requestor)*

<table>
<thead>
<tr>
<th>NOTIFICATION GROUP</th>
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<tr>
<td>NO RESPONSE IMPLIES AGREEMENT</td>
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<tr>
<th>Airport Board Stakeholders</th>
<th>Agree</th>
<th>Object</th>
<th>Comments</th>
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<tr>
<td>Asset Management</td>
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<td>ITS Life Safety</td>
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<td>Terminal Management</td>
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<td>Airport Operations Center</td>
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<tr>
<td>SkyLink (David Taliaferro &amp; Jack Weaver)</td>
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<tr>
<td>Approved for Impairment by Fire Prevention</td>
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This request/notice document is intended to help protect the public, guests, employees and property at DFW Airport from work that may impact the performance of fire protection systems or cause false fire alarms. Adhering to these instructions will allow work to progress, but in a
controlled setting to sustain a reasonable level of safety and accountability to protect you and DFW Airport.

This document is for use in:

* Airport Terminals and Terminal Concessions

This notice requires a minimum of 48 hours advance notice for planned fire protection system impairments.

Impairments longer than 24 hours must be coordinated directly with DFW Airport Fire Prevention and Planning office at (972) 973-3580. Maintenance that exceeds 24 hours will require completion of this request.

Notice: The requestor should fill out the top portion of the form, down to “Notification Group”. Fire Prevention personnel will take care of the rest.

This notice may be completed electronically or faxed to the Fire Prevention & Planning office for processing. Upon review and approval of the impairment, work may commence in accordance with the approval and any additional precautions required due to the impaired system.

EXCEPTIONS:
Emergency maintenance requires only a notice to DFW DPS Communications at (972) 973-3210 of fire protection system emergency impairment.

FAILURE TO COMPLETE THIS PROCESS MAY SUBJECT VIOLATORS TO PENALTIES AS REQUIRED UNDER THE AIRPORT FIRE CODE.
Once enrollment is complete the contractor will receive a copy of their R/OCIP Certificate of Insurance evidencing coverage under the DFW R/OCIP Program. The subcontractor will also receive an email with instructions for scheduling their employees R/OCIP Orientation.

Enrolled Subcontractor must coordinate for employee drug testing and background checks prior to scheduling for ROCIP orientation.

If the employee does not pass Drug and Background testing he/she will not be eligible to work on ROCIP projects.

Upon completing an 8 Panel Rapid Drug Screen and Background Check, Enrolled Subcontractor Employees can attend the ROCIP Orientation. Orientation MUST be scheduled by contacting the instructor at rociptraining@dfwairport.com

Once R/OCIP Orientation is scheduled, students must present evidence of a passing drug test and background check along with a Government issued Photo ID in order to be accepted into class. Employees will not be permitted into class without these documents.

Upon completion of the R/OCIP Orientation, the R/OCIP employee identifier will be distributed to the employee. Once R/OCIP enrolled employee has received their R/OCIP Orientation they are cleared to start work.
Exhibit B – D/S/M/WBE Special Contract Provisions
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL CONTRACT PROVISIONS

Notification is hereby given that an DBE Contract Specific Goal has been established for this Contract. The Contractor/vendor has committed to percent (%) DBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this Contract/agreement. The commitment is a contractual commitment upon execution of the Contract.

A. GENERAL REQUIREMENTS

1. It is the policy of the Dallas/Fort Worth International Airport Board of Directors (“Airport Board”) to support the growth and development of Disadvantaged Business Enterprises (“DBE”) that can successfully compete for Airport prime contracting and subcontracting opportunities funded in whole, or in part, by federal funds.

2. A “Contractor” is defined as one who participates, through a Contract or any other contractual agreement. For purposes of these Provisions, a Contractor is one who seeks to do business with the Airport Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, developer or vendors.

3. It is the policy of the Airport Board to ensure non-discrimination in the award and administration of Airport Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Airport Board’s Disadvantaged Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.

4. The Contractor 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 the Airport Board’s DBE Policy and Administrative Procedures. 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 Airport Board deems appropriate. The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Airport Board under this Contract.

5. The Business Diversity & Development Department (“BDDD”) is responsible to ensure compliance with the Airport Board’s DBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for DBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.

6. The Contractor specifically agrees to comply with all applicable provisions of the Airport Board’s DBE Policy and Administrative Procedures and any amendments thereto. DBE and Non-DBE subcontractors also agree to comply with all applicable provisions of the Airport Board’s DBE Policy and Administrative Procedures (“Policies”). BDDD and or the Airport Board may make changes to the existing
policy, procedures and contract provisions. Any future changes supersede past policies, procedures, contract provisions. The Contractor and subcontractors are responsible to be aware of future changes.

7. The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the Contract, showing:
   a. Subcontract/supplier awards, including awards to DBEs;
   b. Specific efforts to identify and award such Contracts to DBEs, such as when requested copies of executed Contracts with DBEs to establish actual DBE project participation.

B. ADMINISTRATIVE REQUIREMENTS

1. All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies in making a bid and, if awarded a Contract, in performing the work described in the Contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult with the BDDD office at 972-973-5500.

2. The Contractor shall appoint a high-level official to administer and coordinate the Contractor’s efforts to carry out its DBE contractual commitments.

3. The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to DBEs and Non-DBEs in such form and manner and at such times as the Airport Board shall prescribe.

4. The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining DBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract DBE audits. Audit determination(s) regarding Contractor's compliance with the Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.

C. GOALS AND GOOD FAITH EFFORTS

1. Determining Responsive, Non-Responsive and Good Faith Efforts (Pre-Award)

   a. Each Contractor must comply with the terms and conditions of the Policies in making its bid or proposal and, if awarded the Contract, in performing all work thereunder. A Contractor’s failure to comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid or proposal non-responsive and may constitute cause for rejection.

   i. Responsive; compliance with requirements. If a bid/proposal meets the Contract Specific Goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as responsive.
ii. **Non-Responsive: failure to meet requirements.** If a bid/proposal subject to a Contract Specific Goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport Board.

b. Under the Policies, BDDD establishes a Contract Specific Goal for each Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the bid/proposal requirements of the Policies, a Contractor must either meet the DBE Contract Specific Goal or demonstrate that the Contractor has made sufficient good faith efforts to meet the Contract Specific Goal. If the Contractor will not meet the DBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to BDDD that it has made good faith efforts to meet the DBE goal. This good faith effort documentation must be submitted with the Contractor's bid or proposal.

c. For Contracts awarded using the procurement methods of Indefinite Delivery, Job Order Contract, Construction Management-at-Risk or Design Build, a Compliance Plan is required to address the Contract Specific Goal and the utilization of DBEs on such Contract, or for alternative demonstration of good faith efforts by the Proposer. The development, scope and utilization of such compliance plans shall be addressed in a separate document.

d. In evaluating a Contractor's good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission.

e. The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal. The following factors are taken into account when assessing whether a Contractor made good faith efforts to meet the Contract Specific Goal. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the Contract Specific Goal. These factors should not be considered as a template, checklist or some quantitative formula. A Contractor is required to meet all factors outlined below and provide support documentation in order for good faith efforts to be assessed. Mere pro forma efforts are not good faith efforts to meet the Contract Specific Goal. This means that a Contractor must show that it took all necessary and reasonable steps to achieve a Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the Contract Specific Goal, even if they were not fully successful. Failure of the Contractor to demonstrate adequate good faith efforts as to any one of the following categories shall render the overall good faith showing insufficient and the bid/proposal non-responsive. The Airport Board will evaluate the good faith efforts on quality, quantity, and intensity of the different kinds of efforts that the Contractor has made based on the regulations and the guidance in 49 C.F.R. part 26. NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT
EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Contractors are not limited to these particular areas and may include other efforts deemed appropriate. Complete the Commitment to DBE Participation Form and attach support documentation only if the Contract Specific Goal is not achieved. For additional guidance concerning good faith efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 Part 26, Appendix A). The required DBE good faith efforts are set forth below:

i. Conducting market research to identify Disadvantaged business contractors and suppliers and solicit through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.

ii. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

iii. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

iv. Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

v. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE; and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

vi. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

vii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

viii. Effectively using the services of available community organizations; small/Disadvantaged/women contractors' groups; local, State, and Federal Disadvantaged business assistance offices; and other organizations as allowed on a case-by-case
basis to provide assistance in the recruitment and placement of DBEs.

ix. At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

f. BDDD will review not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, the Contractor's efforts could reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

g. Whether or not the Contract Specific Goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor's responsiveness. The requirement to submit documentation that the goal has been met or good faith efforts documentation has been submitted in the manner prescribed by BDDD is considered a matter of the Contractor’s responsiveness. The Airport Board will only award Contracts to Contractors determined to be responsive and responsible. If a Contractor fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the good faith efforts decision. The Vice President of BDDD or designee shall determine whether the Contractor made the required good faith efforts to meet the DBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.

h. If a Contractor, that has submitted good faith efforts documentation, desires a review of BDDD’s decision, it must file a written request for an appeal within two (2) business days after receipt of the written decision to the following Reconsideration Official:

Executive Vice President
Administration & Diversity
P.O. Box 619428
DFW Airport, TX 75261-9428

i. As part of the reconsideration, the Contractor will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The
Contractor will also have the opportunity to provide written documentation or argument concerning the issue of good faith. Arguments, evidence, and documents supporting the basis for the appeal must be received no later than five (5) business days after the notice of appeal is filed. The Reconsideration Official’s decision shall be made based solely on the entire administrative record presented with the original good faith efforts documentation. No new additional information or documentation can be provided or allowed for review. The Reconsideration Official will issue a final written decision in response to the appeal.

2. DBE Commitment Modification Due to Change in Scope of Work (Post Award)

a. The Contractor has a continuing obligation as a covenant of performance to meet the DBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance is not able to meet its original DBE commitment, due to changes to the scope of work made by the Airport Board, the Contractor must notify BDDD immediately to request a Goal Modification.

b. Such good faith efforts during Contract performance must include, but are not limited to:

i. Solicitation of DBEs that are certified in the applicable area of work or specialty;

ii. Providing interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract;

iii. Fairly investigating and evaluating the interested DBEs’ regarding their capabilities, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving the Contractor’s reasons for its conclusion, that it rejected each non-utilized DBE because the DBE was not qualified;

iv. Negotiating in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBEs and providing written documentation why the Contractor and any of the DBEs contacted did not succeed in negotiating an agreement; and

v. Effectively using the services of available Disadvantaged and women community organizations; chambers and Contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of DBEs.

c. Modified good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this requirement. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.
d. A Contractor determined not to have made good faith efforts to meet its DBE contractual commitments may request administrative review and final reconsideration by the Vice President of BDDD. The Contractor may elect to meet in person to discuss whether the Contractor made good faith efforts in accordance with the Policies. BDDD’s determination shall be final.

D. COUNTING DBE PARTICIPATION

1. BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the Policies. In determining if a Contractor’s committed levels of participation meet or exceed the solicitation’s Contract Specific Goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.

2. If a joint venture is proposed to meet the Contract Specific Goal or any portion thereof, the total value of the distinct and clearly defined portions of the work of the Contract that the DBE will perform with its own workforce, reflect its capital contribution, control, management and profits; and for which it is at risk will be counted.

3. When counting the DBE participation on bids with charged reimbursable expenses, deductive or add alternatives, the responsiveness determination shall be based on the base bid. Contractors, however, are strongly encouraged to include DBE participation on add alternates and charged reimbursable expenses when feasibly possible. Any participation achieved on add alternates and charged reimbursable expenses will be credited towards the DBE goal.

4. When calculating participation levels, percentages and dollar amounts for each DBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the Contract Specific Goal.

5. A Contractor cannot require an DBE subcontractor to enter into an exclusive arrangement for purposes of submitting its bid or proposal or require the DBE subcontractor to enter into a non-compete arrangement post award.

6. Post award, the Contractor may count towards its DBE contractual commitment a DBE that is certified by an approved entity during the performance of the Contract if the DBE is added to the Contract or substituted for a DBE pursuant to DBE SUBSTITUTIONS OR TERMINATIONS section herein.

7. The Contractor may not count toward its DBE contractual commitment the dollar value of work performed by a DBE after it has ceased to be certified as an DBE.

8. DBE prime Contractors can count their self-performance toward meeting the Contract Specific Goal, but only for the scope of work and at the percentage level they will self-perform.

9. DBE prime Contractors cannot count their self-performance in lieu of meeting an DBE subcontracting commitment made at the time of contract award.
10. When a DBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the DBE toward the Contract Specific Goal.

11. All DBE contractors, subcontractors, joint ventures, suppliers, manufacturers, manufacturer’s representatives, or brokers listed in the bid or proposal must actually perform a commercially useful function in the work of a contract within the area(s) for which they are certified, and must not act as a conduit. In no case, however, shall an DBE act as a conduit, nor shall the participation of an DBE count toward the goal to the extent it fails to perform a commercially useful function.

12. When a Contractor utilizes an DBE staffing service to perform work and the employees of the staffing firm are Contract employees that do not receive paid benefits, the Contractor shall count only the amount of fees or commissions charged by the staffing service for providing labor force.

13. A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate subcontractor, as defined in the DBE Program Policy and Administrative Procedures, Glossary of Definitions.

14. The Contractor shall count the entire amount of that portion of a Contract (or other Contract not covered by this section) that is performed by the DBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the DBE for the work of the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime Contractor or its affiliate).

15. When a DBE subcontracts part of the work of its Contract to another firm, at any tier, the value of the subcontracted work may be counted towards the DBE goal only if the DBE’s subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goal.

16. The Contractor will count expenditures to a DBE subcontractor toward the DBE goal only if the DBE is performing a commercially useful function on the Contract.

a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether a DBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, the DBE credit claimed for its performance of the work, and other relevant factors.

b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which DBEs do not participate.
17. The Contractor shall use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of appearing to meet the DBE goal.

b. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.

c. The DBE shall receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

d. The DBE may lease trucks from another DBE, including a owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE shall receive credit for the total value of the transportation services the lessee DBE provides on the Contract.

e. The DBE may also lease trucks from a non-DBE, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

18. Suppliers: A supplier may be a regular dealer, manufacturer, manufacturer’s representative or broker. The Contractor shall count expenditures to DBEs for materials or supplies towards the DBE goal as follows:
a. On Airport Board contracts of less than five million dollars ($5,000,000.00), at the time of bid openings or proposal selection, one hundred percent (100%) of the value of the commercially useful function performed by an DBE supplier on such contract shall be counted toward the DBE goal.

b. On Airport Board contracts of five million dollars ($5,000,000.00) or more, at the time of bid opening or proposal selection, sixty percent (60%) of the value of the commercially useful function performed by an DBE supplier on such contract shall be counted toward the DBE goal.

19. If a DBE subcontractor is not certified at the time of the execution of the Contract, supplemental agreement or subcontract, the Contractor may not count the firm’s participation toward the DBE goal until the firm is certified. Counting of participation is not retroactive. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be DBE certified.

20. The Airport Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.

21. The Contractor shall not count the participation of a DBE subcontractor toward the goal until the amount has been actually paid to the DBE.

22. The following expenditures to DBEs may also count toward the DBE goal:

a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Airport Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.

b. The fees charged for delivery of material and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. The fees of commission charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

23. Joint Ventures: The Airport Board shall encourage where economically feasible joint ventures to encourage prime contracting opportunities for DBEs on all eligible Contracts, including commercial development agreements.

a. If a Contractor engages in a joint venture to satisfy its DBE commitment, BDDD shall review all contractual agreements or other pertinent documents regarding:
i. The initial capital investment of each venture partner;

ii. The proportional allocation of profits, losses and risks to each venture partner;

iii. The sharing of the right to control the ownership and management of the joint venture;

iv. Actual participation of the venture partners in the performance of the Contract;

v. The method of and responsibility for accounting;

vi. The methods by which disputes are resolved; and

vii. Other pertinent joint venture factors.

b. A draft of the proposed joint venture agreement must be submitted with the bid or proposal to BDDD for its approval in writing. BDDD shall determine the degree of DBE participation resulting from the joint venture that may be credited towards the Contract Specific Goal.

c. BDDD will count DBE participation where the DBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the DBE in a joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the DBE joint venture partner performs with its own forces toward the DBE commitment and for which it is at risk.

d. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

e. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

24. Teaming Agreements

a. If the bidder or proposer submits a teaming agreement that includes one (1) or More DBEs, the value of the commercially useful function to be performed by the DBEs in the teaming agreement as the distinct, clearly defined portion of the work of the teaming agreement that the DBE performs with its own forces or for which it is separately at risk shall count toward satisfaction of the project goal. The teaming agreement is subject to review and approval by the BDDD, and the teaming agreement shall be provided to BDDD at least ten (10) days prior to the date of bid opening or the date of final project-specific proposal, in the
case of a competitive selection process unless otherwise set forth in the request for bids or proposals, as required by BDDD. Teaming agreement participation will count toward the satisfaction of the project goal upon confirmation by the BDDD of the utilization in the teeming agreement arrangement and full integration of work forces by the teeming agreement parties.

b. BDDD will establish prior to issuing the request for bids or the request for proposals any criteria to evaluate the use of teaming agreements for the project. As to each teeming agreement under this Section, a written teeming agreement must be completed by all parties to the teeming agreement and executed, which clearly delineates the rights and responsibilities of each teaming party, complies with any requirements of the BDDD department as set forth in the bid documents or otherwise, and provides that the teeming agreement shall continue for, at a minimum, the duration of the project.

c. BDDD shall review and approve all contractual agreements regarding the terms and provisions of each teeming agreement prior to the award of a contract, including agreements pertaining to:

i. Actual participation of the teeming members on the project;

ii. The high value work to be performed by the teeming members;

iii. The method by which disputes are resolved; and

iv. Any additional or further information required by BDDD as set forth in the bid documents or otherwise.

d. Teaming parties may submit agreements for pre-approval no later than ten (10) calendar days prior to the date set for receipt of bids or proposals on a project, but in no event later than designated in the bid documents or requests for proposals. A bid or proposal submitted by a teeming relationship that does not include a satisfactory written teeming agreement as applicable, in accordance with the requirements of this Section shall be deemed non-responsive and rejected.

e. The teeming parties shall provide the BDDD access to review all records pertaining to teeming agreements before and after the award of a contract in order to reasonably assess compliance with the policy and procedures.

f. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

g. In the event that the mediation with the Vice President does not resolve all disputes, the Vice President of BDDD shall have the option of referring
mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

25. The parties shall provide all records pertaining to the joint venture or teaming arrangement before and after the award of a Contract reasonably necessary to access compliance with these requirements, including but not limited to, certification and financial records.

E. CERTIFICATION

1. In order to count the participation of DBEs towards the Contract goal, the DBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA) or an approved entity of the Texas Unified Certification Program ("TUCP"). Other certifications are not acceptable.

2. Affiliate/Affiliation: Regardless of certification by a recognized agency, the DBE must be an independent business and not an affiliate of any other business. Affiliate means any business entity that is affiliated with a DBE or with owners of such DBE or any other business enterprise. Business enterprises are affiliates of each other when:

   a. One either directly or indirectly, through one or more intermediaries, controls or has the power to control the other; or

   b. A third party or parties controls or has the power to control both; or

   c. Other relationships or identity of interests between or among parties exist such that affiliation may be found.

   d. Concerns and entities are affiliates of each other when one controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.

   e. Affiliation based on identity of interest. Affiliation may arise among two or more persons with an identity of interest. Individuals or firms that have identical or substantially identical business or economic interests (such as family members, individuals or firms with common investments, or firms that are economically dependent through contractual or other relationships) may be treated as one party with such interests aggregated.

   f. Firms owned or controlled by married couples, parties to a civil union, parents, children, and siblings are presumed to be affiliated with each other if they conduct business with each other, such as subcontracts or joint ventures or share or provide loans, resources, equipment, locations or employees with one another.

3. The Airport Board in its sole discretion shall determine whether an applicant is an independent business.

4. The Contractor must submit to BDDD a properly completed DBE Certification Certificate or letter, with all required attachments, for all DBEs proposed to be
utilized as subcontractors or suppliers to meet the Contract Specific Goal at the
time of bid/proposal submission. The Airport Board reserves the right to reject the
participation of a certified firm for credit towards meeting the Contract goal, in its
sole discretion. Such rejection shall be in writing and state the reason(s) for the
rejection. A Contractor whose proposed certified firm is rejected for goal credit
may request reconsideration of the rejection to the BDDD in writing. The request
for reconsideration must be received by the BDDD within two (2) business days of
the notification of rejection. BDDD’s decision on the request shall be final.

5. A firm must be certified as a DBE at the time of bid or proposal submission to be
counted towards meeting the goal for purposes of determining Contract award.

6. Dollars paid to a firm prior to them obtaining an approved certification are not
retroactive.

7. BDDD maintains a listing of certified firms that have expressed an interest in doing
business with the Airport Board or are currently doing business with the Airport
Board. The directory is not a certification database. Certifications listed are
provided by third-party service providers. Bidders and proposers may use its
Directory to assist them in locating DBEs for the work required on the Contract
however the certifications should be verified through the approved certification
agency.

- The DBE Directory is located at:
  https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN
  =dfw&XID=5886

8. DBE certification does not constitute a representation or warranty as to the
qualifications or capabilities of any certified firm.

E. PRE-AWARD COMPLIANCE PROCEDURES

1. DBE Utilization Forms and Related Documentation

   a. Each Contractor must submit for all solicitations, bids or proposals, completed
      DBE utilization forms as outlined below to be considered responsive. If the
      Contract Specific Goal is 0% and no DBE participation is proposed, including
      no DBE self-performance, the required forms should be noted as “Not
      Applicable”.

2. Request for Bids (RFB) – Construction Services

   - **Commitment to DBE Participation** must be submitted at the time of bid
     submission.
   - **Preliminary Schedule of Subcontractors** must be submitted at the time
     of bid submission.
   - **Certification Certificates** must be submitted at the time of bid
     submissions for each DBE listed on the Preliminary Schedule of
     Subcontractors.
   - **Intent to Perform as a Subcontractor** must be submitted at the time of bid
     submissions for each DBE listed on the Preliminary Schedule of
     Subcontractors.
   - **Good Faith Effort Documentation** must be submitted at the time of bid
     submission if the Contractor fails to meet the Contract Specific Goal.
• **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

3. Request for Proposals (RFP) or Request for Qualifications (RFQ):
   - **Commitment to DBE Participation** must be submitted at the time of proposal submission.
   - **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission.
   - **Certification Certificates** must be submitted at the time of bid submissions for each DBE listed on the Preliminary Schedule of Subcontractors.
   - **Intent to Perform as a Subcontractor** must be submitted at the time of bid submissions for each DBE listed on the Preliminary Schedule of Subcontractors.
   - **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
   - **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.

4. Request for Proposal (RFP) - Indefinite Delivery: task/delivery order, Job Order Contracts, Construction Manager-at-Risk Services
   - **Commitment to DBE Participation** must be submitted at the time of proposal submission.
   - **Compliance Plan** must be submitted at the time of proposal submission.
   - **Certification Certificate for Prime** must be submitted at the time of proposal submission if a certified Prime is claiming credit for self-performance.
   - **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
   - **Final Schedule of Subcontractors** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.
   - **Certification Certificates for Subcontractors** must be submitted with the Final Schedule of Subcontractors for each DBE listed on the Schedule.
   - **Intent to Perform as a Subcontractor** must be submitted with the Final Schedule of Subcontractors for each DBE listed on the Schedule.

5. Any commitments to meet the Contract Specific Goal must be detailed on the **Commitment to Disadvantaged Business Enterprise (DBE) Participation** form included with the bid/proposal. Submission of the form shall constitute a representation by the Contractor to the Airport Board that it commits to maintain the DBE participation level to which it committed to at the time of Contract award throughout the performance of the Contract.

6. The **Schedule of Subcontractors** form must list all subcontractors and suppliers the Contractor intends to use in performing the work of the project, including non-DBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to DBE participation. Only certified DBEs identified and the levels of participation listed for each at the time of bid/proposal submission will be
considered in determining whether the Contractor has met the Contract Specific Goal. All DBEs must be properly certified under the guidelines of the CERTIFICATION section. Modifications, substitutions or termination of the DBEs identified must follow the guidelines of the DBE SUBSTITUTIONS OR TERMINATIONS section.

7. Submission of the **Intent to Perform as a Subcontractor** form for each DBE shall constitute a representation by the Contractor to the Airport Board that it believes such DBE to be certified as a DBE to perform the work as designated, the DBE has a place of business in the Airport Board’s market area and the DBE is not affiliate with the Contract as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such DBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

8. The Contractor shall enter into formal agreements with the DBE firms for work as indicated on the **Final Schedule of Subcontractors** and **Intent to Perform** forms within 10 (ten) business days after receipt of the Contract executed by the Airport Board or Notice to Proceed executed by the Airport Board. The Contractor, if requested, shall provide to BDDD copies of those agreements within 5 (five) business days of execution. The Airport Board reserves the right to review selected agreements at random.

9. If the DBE subcontractor information or status changes after the forms have been submitted but prior to award of the Contract (pre-award), the Contractor must immediately notify BDDD of the changes and a written explanation for the change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in DBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor’s submitted bid amount.

10. Post award, any substitution or termination of DBEs that occur after Contract award, must be processed using the Airport Board’s Diversity Management System and follow the DBE Policy and Administrative Procedures stated in Section XII. CONTRACT SPECIFIC COMMITMENT MODIFICATIONS OR DBE SUBSTITUTIONS.

11. Contractors must appoint and designate to BDDD a high-level official to administer and coordinate its contractual DBE commitments.

12. Alternative **Compliance Plan**

   a. Bids/Proposals with the provision of Indefinite Delivery for a period of time and with no delineation of the dollar amount for specific on-call projects, the Contractor shall submit only the anticipated overall percentage of DBE contractual commitment and a completed Compliance Plan at the time of bid/proposal submission to demonstrate compliance with the policy and procedures.

   b. For contracts and/or proposals that are not determined to utilize a Compliance Plan and that do not delineate the dollar amount of a specific project, the bidder or proposer need list only the anticipated percentage of participation of DBEs rather than specific dollar amounts.
c. The Compliance Plan shall be developed in accordance with the following requirements:

1) BDDD may require separate Contract Specific Goals for professional services and for construction services, or set a project aggregate Contract Specific Goal. The Compliance Plan may be required to address the professional services goal and the construction services goal, one or the other, or any project aggregate goal in BDDD’s discretion.

2) The professional services and/or construction services goal shall be expressed as a percentage of either the total amount of any lump sum Contract awarded to complete a project, or in the alternative, the total estimated “cost of the work” as that term is defined in any guaranteed maximum price Contract awarded to complete a project.

3) Submission and review of a Contractor’s proposed Compliance Plan will occur as a solicitation submittal requirement. Failure to comply with the submittal timetable may result in no further consideration of the proposed Compliance Plan and rejection of the proposal.

d. At a minimum, a proposed Compliance Plan must:

1) Comply with the DBE Policy and Administrative Procedures, including affirming that BDDD shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan. The Contractor must acknowledge the Airport Board’s right to impose monetary penalties and/or withhold payment in the event of non-compliance and subject the Contractor to sanctions pursuant to the DBE Policy and Administrative Procedures.

2) Provide a detailed program for community outreach and support to enhance DBE opportunities.

3) Provide a detailed program describing how the Contractor will divide up the anticipated work into economically feasible units calculated to enhance DBE opportunities.

4) Describe in detail how the Contractor will make good faith efforts to meet the project goal(s), including work that the Contractor would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.

5) If the proposed Compliance Plan is based upon a phased or packaged buy out of the projected construction work, the Contractor will describe the process by which it will address the project goal(s) on a phased/ package or cumulative basis.
6) Describe how the Contractor will comply with the requirements herein as part of the subcontractor buyout of the construction work, including use of commitment forms, Schedule of Subcontractors, Intent to Perform and joint venture forms to adequately document committed participation attained.

7) Contain a specific acknowledgement of the Contractor’s continuing duty to meet the requirements of the DBE Policy and Administrative Procedures. The Compliance Plan must detail how the Contractor will make good faith efforts to maintain its DBE commitments.

8) Set forth how the Contractor will comply with BDDD’s Diversity Management System for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.

9) Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.

10) Set forth a detailed methodology for issuance of notice(s) of non-compliance to the Contractor’s subcontractors with the Compliance Plan and a reasonable opportunity to cure.

11) Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal(s) and Compliance Plan close out.

e. BDDD shall approve or reject the proposed Compliance Plan. If the proposed Compliance Plan is rejected, BDDD will provide rejection comments and the Contractor may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the Contractor to discuss any deficiencies that must be addressed in the revised Compliance Plan. If BDDD determines the revised Compliance Plan is insufficient to meet the requirements of the DBE Policy and Administrative Procedures, it shall notify the Procuring Department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport Board. In no event shall a Contract to construct a project be awarded, executed or continue without an approved Compliance Plan.

13. **Bidder’s List:** The Airport Board maintains a bidders list in accordance with 49 CFR Part 26. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek work on Airport Department of Transportation (DOT)-assisted contracts for use in helping to set the overall goals. The bidders list will include the name, address, DBE and non-DBE status, age and a range of annual gross receipts of all firms contacted. Bidders for all DOT-assisted contracts will be asked to submit information listing this information through surveys conducted post-contract-award. Bidders are required to submit the requested information within five (5) calendar days from receipt of the request. Prime Contractors who are awarded a federally-funded contract must complete the information prior to the contract award being approved by the Airport Board.
G. PAYMENT

1. Monitoring Contractual Commitments and Payments to DBEs

a. It is Airport Board policy that all Contractor invoices in compliance with Contract payment terms and conditions be paid within 30 days of receipt.

b. All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) paying all sums, including retainage withheld from subcontractors to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Airport Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Airport Board may withhold from any subcontractor its undisputed appropriate share of such payment.

c. No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Airport Board from Contractor. Except for the Texas Prompt Pay Act requirement that a Contractor release retainage to a subcontractor within 10 days of that subcontractor’s invoice for retainage, each Contractor must withhold/release retainage from/to each subcontractor in at least the same manner as retainage is withheld/released by the Airport Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Airport Board’s treatment of retainage withheld/released to Contractor concerning the following subjects:

i. the percentage amount of retainage withheld/released;

ii. the schedule for withholding/releasing retainage;

iii. the phased release of retainage according to any phased completion (substantial/final) of portions of the project;

iv. the optional cessation of withholding retainage prior to substantial/final completion of, or final payment for, the project (e.g. optional cessation when 50% of project is substantially complete, with an Airport Board’s right to resume withholding retainage upon the occurrence of certain events);

v. the release of retainage prior to final payment, less an amount withheld to cover a percentage of the value of punch-list work required before final completion is certified (e.g. retention of 200% of the value of punch-list work pending certification of final completion).

d. Each Contractor must address (and implement) in its subcontracts the subject of retainage so that each subcontractor is treated by the Contractor in the same manner as Airport Board treats the Contractor. Nothing in this provision precludes a Contractor from including in its subcontracts retainage provisions that are more favorable than those contained in the
Contract between Airport Board and Contractor, including, but not limited to, provisions withholding retainage at a lesser percentage rate, releasing retainage in part/whole earlier than retainage released by Airport Board and/or withholding less retainage than Airport Board withholds to cover the value of punch-list work required to be completed before final completion certification.

e. DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.

f. Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.

g. The Airport Board may withhold progress payments until the Contractor demonstrates compliance with the payment terms of this Contract or applicable law, including withholding progress payments solely relating to monies payable to Contractor for work it self-performs or associated retainage.

h. The Airport Board may also exercise any other rights or remedies available to it under this Contract or applicable law if Contractor fails to comply with the payment terms of this Contract or applicable law.

i. In an effort to remove the race- and gender-neutral barrier of the length of time for subcontractor payments on Airport Board procurements, the Airport Board has an Expedited Payment Policy for eligible Contractors that may elect to voluntarily participate in. This policy is applicable if a Contractor has been awarded a multi-year Contract for construction and/or maintenance services of at least $10,000,000 in Contract value. The Expedited Payment program requires those eligible Contractors that voluntarily participate in the program to pay their subcontractors within seven (7) calendar days after receipt of the subcontractor’s invoice. The Airport Board would then pay interest and provide other incentives to the Contractor on eligible expedited payments according to the Expedited Payment Process and Policy. The terms for Expedited Payment will be negotiated prior to the issuance of the Notice to Proceed.
j. To ensure that the Contractor meets its DBE contractual commitment, BDDD will review the Contractor's DBE utilization throughout the term of the Contract, including any term extensions from the original Contract period. If a Contract includes an DBE contractual commitment, the Contractor must report all DBE payments using the Airport Board's Diversity Management System and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request. The information provided will be utilized to provide constant monitoring of the payments made to the DBE as well as non-DBE subcontractors in relation to the percentage of work performed. Failure to submit this information with the payment request will result in the invoice being returned to the Contractor.

i. As of 2012, Contractors with new contracts are required to report all payments online utilizing the Airport Board's Diversity Management System and submit a data entry confirmation with each payment request. The confirmation is a print out of what was entered into the system.

ii. Contracts prior to 2012, are required to submit the original Pay Period Activity Report form with the payment request, unless they choose to report online, when then defaults to Paragraph 10.a.

2. Training for the Airport Board's Diversity Management System: The Contractor is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the Airport Board's Diversity Management System. This includes all subcontractors who the Contractor will be utilizing on the contract and will be verifying reported sub payments online.

3. Contract Close Out: To ensure that the Contractor meets all its DBE contractual commitments, BDDD will review the Contractor's DBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. The Contractor must report all final DBE payments using the Airport Board’s Diversity Management System and submit a data entry confirmation with the final payment request or Final Pay Period Activity Report if the Contract was awarded prior to 2012. In addition, the Contractor must ensure all subcontractor payment verifications are complete in order for BDDD to close out the Contract.

4. Dispute Resolution: BDDD encourages all Contractors that may have a dispute with any subcontractor to attempt to resolve such dispute through appropriate formal or informal alternative dispute resolution procedures, including, but not limited to, negotiation, mediation, collaborative law, arbitration and/or conciliation, prior to seeking BDDD's assistance in resolving the dispute. If any Contractor or subcontractor does seek BDDD's assistance, it may require them to first attempt to resolve their dispute through appropriate alternative dispute resolution procedures and to provide BDDD with evidence of their good faith attempts to resolve the dispute as a condition of further assistance from BDDD.

5. On-Site Inspections: Compliance monitoring may also include on-site inspections. The Contractor is responsible for providing BDDD, if requested, a project work scheduler together with a list of all subcontractors for the scheduled work.
6. All reports of noncompliance will be referred by BDDD to the contract administrator, and if appropriate, to the Legal Department.

H. DBE SUBSTITUTIONS OR TERMINATIONS

1. If change orders, amendments or any other Contract modifications are issued under the Contract, the Contractor has a continuing obligation to immediately inform BDDD in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

2. If change orders or other Contract modifications are issued under the Contract that include an increase in the scope of work whether by amendment, change order, force account or otherwise which increases or decreases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by a DBE at the time of Contract award, then such amendment, change order or other modification must be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its DBE contractual commitment with existing DBEs first. If the Contractor is unable to meet its DBE contractual commitment with existing DBEs, the Contractor shall satisfy its commitment, as it relates to changed scope of work, modifications, and or amendments, by soliciting new DBEs and must submit a Request for Approval of Change to Final Schedule of Subcontractors, through the Airport Board’s Diversity Management System and must be approved in writing by BDDD.

3. The Contractor cannot terminate or otherwise change the terms of its Final Schedule of Subcontractors prior to or after Contract award without the prior written consent of BDDD. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE or another DBE.

4. The Contractor must demonstrate good cause to terminate or substitute the DBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances:

   a. The listed DBE subcontractor fails or refuses to execute a written Contract.
   b. The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
   c. The listed DBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
   d. The listed DBE is ineligible to work on Airport Board projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.
   e. BDDD has determined that the listed DBE subcontractor is not a responsible Contractor.
   f. The listed DBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
g. The listed DBE subcontractor is ineligible to receive certification for the type of work required.

h. The DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the Contract.

i. Other good cause as determined in BDDD’s sole discretion,

5. Good cause does not include where the Contractor seeks to terminate an DBE it relied upon to obtain the Contract so that the Contractor can self-perform the work or substitute another DBE or non-DBE subcontractor to perform the work for which the DBE was engaged or listed on the **Final Schedule of Subcontractors**.

6. The Contractor must give the DBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. The Contractor and the DBE must attempt to negotiate a resolution of the situation, and if the negotiation is unsuccessful, the Contractor must document this effort before the Contractor seeks BDDD’s approval to substitute the DBE.

7. Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any DBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.

8. If the Contractor proposes to terminate or substitute a DBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute DBE subcontractor that is already certified for the original DBE to meet its DBE contractual commitment. Its good faith efforts shall be directed at finding another DBE to perform or provide at least the same amount of work, material or service under the Contract as the original DBE to the extent necessary to meet its DBE contractual commitment. The Contractor may also find additional DBEs and/or adjust the current/projected DBE participation to meet its DBE contractual commitment.

9. The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new DBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor’s documented compliance with these provisions.

10. All changes to the **Schedule of Subcontractors** form must be submitted for review and approval through the Airport Board’s Diversity Management System utilizing the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.

11. If the Contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for a DBE subcontractor, the Airport Board may elect to apply Contract remedies as described in the DBE Policy and Administrative Procedures.

I. COMPLIANCE AND ENFORCEMENT
1. These provisions address the additional contractual remedies available to the Airport Board as a result of the Contractor’s failure to comply with the obligations set forth in the DBE Policy and Administrative Procedures. The contractual remedies set forth are also applicable to the Contractor’s failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to the Contractor’s failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Airport Board’s recovery of its actual damages for such unrelated breaches.

2. The Contractor must attend and participate in onboarding, progress, non-compliance meetings and site visits upon request. The Contractor must forward all necessary documents and information during the course of performance and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for DBE participation on the Contract.

3. BDDD is empowered to receive and investigate complaints and allegations by DBEs, third parties or Airport Board Staff, or to initiate its own investigations, regarding Contractor’s compliance with the Program requirements. If BDDD determines that an investigation is warranted, the Contractor must fully cooperate with the investigation and provide complete, truthful information to the Airport Board concerning the investigation and Contractor’s compliance with the Program requirements.

4. The failure of the Contractor to meet the DBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Airport Board to exercise any remedy available in this Contract, the Program requirements or applicable law. In addition, the failure of the Contractor to meet the DBE contractual commitment or comply with any other aspect of the Program requirements may be considered and have a bearing on future contract award considerations.

5. The Airport Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor’s performance of the Program requirements to the Airport Board’s Department of Audit Services or to any applicable enforcement agency, including the State Attorney General’s Office and appropriate federal law enforcement authorities.

6. If Contractor is in breach of any of the Program requirements, the Airport Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:
   a. withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
   b. temporarily suspending, at no cost to DFW, Contractor’s performance under the Agreement/Contract;
   c. termination of the Agreement/Contract;
d. suspension/debarment, in accordance with applicable law, of Contractor for a period of time from participating in any solicitations issued by DFW for severity of breach of Contract.

7. With respect to a firm not meeting a goal on a previous contract or the underutilization of an DBE(s) on a previous contract, BDDD shall regard as non-responsive any bid, proposal or competitive selection process proposal received that includes the Contractor, consultant as a Contractor, consultant, subcontractor, subconsultant, joint venture, supplier, manufacturer’s representative, or broker.

8. With respect to DBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

(End of DBE Special Contract Provisions)
COMMITMENT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION FORM
(This form is required as part of the bid/proposal submission.)

The DBE goal for Solicitation/Contract # _________________________ is _________%.

NOTE: The BDDD will only credit DBE participation that is certified by an approved certification entity at the time of bid/proposal submission.

The undersigned Contractor has satisfied the requirements of the bid/proposal specifications in the following manner (Please check (✓) the appropriate space):

___ Self-Performance: The proposer, a certified DBE firm, is committed to meeting or exceeding the DBE goal through self-performance.

___ Self-Performance & Percentage Participation: The proposer, a certified DBE firm, is committed to meeting or exceeding the DBE goal, with a minimum of _____% self-performance and a minimum of _____% DBE subcontracting participation on this contract.

___ Percentage Participation: The proposer is committed to meeting or exceeding the DBE goal, with a minimum of _____% DBE subcontracting participation on this contract.

___ The Contractor is unable to meet the DBE goal of _____% and is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

___ The Contractor is unable to meet the DBE goal of _____% and submits documentation demonstrating good faith efforts.

Name of Prime Contractor:______________________________________________________________

__________________________________________
Signature Title

__________________________________________
Printed Name Date
**SCHEDULE OF SUBCONTRACTORS (PRELIMINARY)**

Prime Bidder/Contractor: 

☐ DBE  ☐ NON-DBE

Contract Number: _______________________ Contract Name: _____________________________________________________________

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. **NOTE: Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.** The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status(^2) [(check the applicable)]</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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Dollar Amount & Percentage: Work to be completed by Non-DBE Subcontractors

Dollar Amount & Percentage: Work to be completed by DBE Subcontractors

Dollar Amount & Percentage: Work to be self-performed by the Prime

Total Dollar Amount & Percentage of Work
(The Total Amount shall equal the amount proposed on summary of bid/proposal page).

100%

**PRIME CONTRACTOR’S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s DBE Program) in support of the Board’s disadvantaged business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of DBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the **Form 102, Request for Approval of Change to Final Schedule of Subcontractors** if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s DBE programs as deemed necessary including but not limited to audits of submitted DBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative____________________________________________________________ Date: ___________________________________________

(Please print or type) 

Signature: _________________________________________________________________________________________ E-mail Address: __________________________________

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

\(^2\) In order to credit the participation of disadvantaged business enterprises, firms must be certified as DBEs by a certification agency approved by the Airport Board as defined in the DBE Policies and Administrative Procedures.
SCHEDULE OF SUBCONTRACTORS (FINAL)

Prime Bidder/Contractor: __________________________________________________________________________________________________________________

☐ DBE ☐ NON-DBE

Contract Number: _______________________ Contract Name: ___________________________________________________________________________________

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. NOTE: Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive. The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status² (check the applicable)</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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Dollar Amount & Percentage: Work to be completed by Non-DBE Subcontractors
Dollar Amount & Percentage: Work to be completed by DBE Subcontractors
Dollar Amount & Percentage: Work to be self-performed by the Prime
Total Dollar Amount & Percentage of Work
(The Total Amount shall equal the amount proposed on summary of bid/proposal page).

100%

PRIME CONTRACTOR’S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s DBE Program) in support of the Board’s disadvantaged business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of DBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the Form 102, Request for Approval of Change to Final Schedule of Subcontractors if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s DBE programs as deemed necessary including but not limited to audits of submitted DBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative____________________________________________________________ Date: ___________________________________________

(Please print or type) E-mail Address: ___________________________________________________________________

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

² In order to credit the participation of disadvantaged business enterprises, firms must be certified as DBEs by a certification agency approved by the Airport Board as defined in the DBE Policies and Administrative Procedures.

Date/Time Printed:12/9/2019, at 1:50 PM
Form 90_Updated 07-01-18
Submission of the Intent to Perform as a DBE Subcontractor form for each DBE firm shall constitute a representation by the Prime Contractor to the Airport Board that it believes such DBE to be certified as a DBE to perform the work as designated, the DBE has a place of business in the Airport Board’s market area and the DBE is not affiliated with the Contractor as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such DBE for the work described at the approximate price and percentage set forth.

### PRIME CONTRACTOR / CONSULTANT

<table>
<thead>
<tr>
<th>Contract / Solicitation Number:</th>
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<tbody>
<tr>
<td>Name of Prime Contractor:</td>
<td></td>
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<tr>
<td>Address, City, State and Zip Code:</td>
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</table>

The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the DBE policy on behalf of the Prime Contractor.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<tr>
<td>E-Mail Address:</td>
<td>Phone Number:</td>
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### DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the DBE firm stated above signed this form in the place indicated, and no material facts have been omitted. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the DBE subcontracting firm stated below. Except as authorized by the Vice President of Business Diversity & Development Department or his designee, the undersigned shall enter into a formal agreement (which shall include all audit and records provisions required by the Board) with the listed DBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Airport. The undersigned will, if requested, provide said Vice President or his designee a copy of that agreement within five (5) business days of the written request. Pursuant to State Law, any person (entity) who makes a false or fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

Signature of Prime Contractor: 
Date: 

### DBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER

The Airport requires that disadvantaged business enterprises be certified as DBEs by an approved certification agency as defined in the DBE Program Policy and Procedures.

The undersigned DBE subcontractor is not affiliated with the Prime Contractor as defined in the DBE Program Policies and Procedures. □ Yes □ No

| Name of DBE Subcontractor: |  |
| Address, City, State and Zip Code: |  |
| Contact Person: |  |
| E-Mail Address: | Phone Number: |

Scope of Work: (where applicable specify “supply” or “install” or both) 

| Price and Percentage: | $ | ( %) |

| DBE Certification #: | Certification Agency: |

If the DBE shown above is not a direct first tier subcontractor, subconsultant or supplier to the Prime Contractor shown above, please indicate the name of the subcontractor, subconsultant or supplier and tier level that will be utilizing your participation for DBE credit.

Percentage (%) of the proposed subcontract described above will be sublet and/or awarded to a Non-DBE subcontractor. **(Complete this box ONLY if subcontracting to a Non-DBE subcontractor.)** ______ %

### DECLARATION OF DBE SUBCONTRACTOR

I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Subcontractor stated above, the facts and representations contained in this form are true. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the DBE subcontracting firm stated above. I also agree, for good and valuable consideration (including the opportunity to participate in this solicitation as a proposed subcontractor), the receipt and sufficiency of which is hereby acknowledged, that if the Subcontractor performs any work for the Prime Contractor as the result of a contract awarded to the Prime Contractor for this solicitation, the Subcontractor will maintain and the Board shall have the right to examine and make copies of all records, documents, books, statements, checks, invoices, and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including any Change Orders. Such right of examinations shall include, but not be limited to, reasonable access to and cooperation by all Subcontractor personnel. Subcontractor agrees to provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct any audits. Subcontractor agrees that there shall be no charge to the Board for Subcontractor’s costs of providing records, documents, and assistance for audits, and to provide to the Board within seven (7) calendar days all records, documents, retrievals, and other assistance requested.

Signature of DBE Subcontractor: 
Date: 

---

1 INTENT TO PERFORM CONTRACT AS A DBE SUBCONTRACTOR
**Exhibit 2: Good Faith Effort (GFE) Criteria**

**GOOD FAITH EFFORT (GFE) Criteria**

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the DBE goal is not achieved.

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Disadvantaged Business Enterprise (DBE) goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an DBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. DFW will evaluate the GFE on quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on the regulations and the guidance in Code of Federal Regulations. **NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT.** Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the DBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

### GOOD FAITH EFFORT FACTORS

| Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening. |
| Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. |
| Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. |

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Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor’s efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)((vi), the bidder must submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor’s solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.
- A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:

Plan Reviewed by:________________________________________________________

Date:______________________________________________________________

Signature of DBE Business Specialist/Manager:______________________________

Recommendation: Approval:__________________ Denial:__________________
REQUEST FOR APPROVAL OF CHANGE TO
ORIGINAL SCHEDULE OF SUBCONTRACTORS

Contract/Solicitation Number________________________________________________________

Project Name_____________________________________________________________________

Contractor Name___________________________________________________________________, requests approval of the
following addition(s) and/or deletion(s) on the SCHEDULE OF SUBCONTRACTORS (DBE Form No. 90), as originally submitted as part of
the bid/proposal on the above-named project.

CHANGE

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<thead>
<tr>
<th>ADD</th>
<th>DELETE</th>
<th>COMPANY NAME</th>
<th>TRADE</th>
<th>DBE STATUS</th>
<th>DOLLAR AMOUNT</th>
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JUSTIFICATION

The Contractor must demonstrate good cause to terminate or substitute the DBE and seek BDDD approval prior to taking any termination or
substitution action. Good cause includes the following circumstances: 1. The listed DBE subcontractor fails or refuses to execute a written
contract. 2. The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements. 3. The
listed DBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness. 4. The listed DBE is ineligible to work on Airport projects
because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations. 5. BDDD has
determined that the listed DBE subcontractor is not a responsible contractor. 6. The listed DBE subcontractor voluntarily withdraws from the
project and provides BDDD written notice of its withdrawal. 7. The listed DBE subcontractor is ineligible to receive credit for the type of work
required. 8. The DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the
Contract. 9. Other good cause as determined in BDDD’s sole discretion. Attach additional sheets as necessary.

CERTIFICATION OF AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall
become a part of my contract with the Dallas/Fort Worth International Airport Board.

Name of Authorized Representative: ____________________________________________

E-mail Address: ________________________________________________________________

(Please print or type)

Signature________________________________________ Date: ___________________________

Routed To: Approved by: _________________________________________________________

(Check One)

_____ Design, Code & Construction Dept. Vice President or Designee


Date/Time Printed: 12/9/2019, at 1:50 PM
(rev 07-01-18) DBE Page 1 of 1