

**Manchester • Boston Regional Airport
City of Manchester - Department of Aviation**

PURCHASE SNOW REMOVAL EQUIPMENT

**FAA AIP No. 3-33-0011-TBD-2026
City Bid # FY26-805-49**



PROJECT MANUAL

**MARCH 2026
ISSUED FOR BIDDING**

PREPARED BY:

Jacobs

**JACOBS ENGINEERING GROUP INC.
2 EXECUTIVE PARK DRIVE, SUITE 205
BEDFORD NH 03110**

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**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment
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Item W-01 – Three Year Manufacturer’s Extended Warranty

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ADVERTISEMENT FOR BIDS

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**ADVERTISEMENT FOR BIDS
CITY OF MANCHESTER - DEPARTMENT OF AVIATION
REQUEST FOR BIDS FOR**

PURCHASE SNOW REMOVAL EQUIPMENT
at
MANCHESTER-BOSTON REGIONAL AIRPORT

City Bid # FY26-805-49
AIP # 3-33-0011-TBD-2026

The City of Manchester, New Hampshire, Department of Aviation is seeking bids for the Purchase of Snow Removal Equipment. The scope of the work in general includes the acquisition of four (4) Snow Removal Vehicles and associated equipment (SRE) to replace current SRE that has surpassed its useful life.

Bids will be accepted only from contractors that meet the Department of Aviation qualification requirements. Refer to the project manual for the qualification requirements.

Bid documents may be obtained by emailing John.Pelletier@Jacobs.com after **2:00 PM on March 23, 2026**

Bids will be publicly opened and read aloud on **April 13, 2026, at 2:00 pm** at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH. Each bidder must deposit with his/her bid, security in the amount of 5% of the total bid. A 100% performance and payment bond will be required with the contract. The contract will be awarded to lowest responsive and responsible bidder. The Bidder shall refer to all federal, state, and local bidding requirements within the documents. The Owner reserves the right to waive any informality in the bidding or to reject any or all bids.

In this bid process and the resulting Contract, if executed, all Bidders and Contractors must fully comply with the Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors contained within the Contract Documents. These provisions include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the Federal funding and, as well as all administrative regulations shall apply to this project, as if herein written out in full. The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed, under the Federal Funding Rules and Regulations for carrying out the provisions of:

- Civil Rights General Provisions (Title 49 United States Code, § 47123)
- Buy American Preferences (Title 49 United States Code, §50101)
- Foreign Trade Restriction: Denial of Public Works Contracts on Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (DOT Regulation 49 CFR Part 30)
- Government Debarment and Suspension and Government-wide Requirements for Drug-free Workplace (2 CFR Part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **0.00%** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract **0.00%** of the dollar value of the prime contract to Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26.

Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any

contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. It is the policy of the Manchester-Boston Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All disadvantaged business enterprise firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this section.

All requests for information should be directed in writing to: John Pelletier, Jacobs Engineering Group, Inc., by email at John.Pelletier@Jacobs.com.

It is the bidder's responsibility to provide an e-mail address to the Engineer for use in issuance of any addenda.

END OF SECTION

INFORMATION FOR BIDDERS

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Purchase Snow Removal Equipment**

INFORMATION FOR BIDDERS

1.01 RECEIPT AND OPENING BIDS

The City of Manchester, Department of Aviation, Manchester, New Hampshire (herein called the Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Manchester-Boston Regional Airport Administration Office at One Airport Road Manchester, NH until **2:00 pm on April 13, 2026** and then at said office publicly opened and read aloud.

The envelopes containing the bid must be sealed, addressed and designated as:

Purchase Snow Removal Equipment

The Owner may consider irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid prior to October 31, 2026.

1.02 DESCRIPTION OF WORK

The work under this project generally consists of the acquisition of four (4) Snow Removal Vehicles and associated equipment (SRE).

Attention shall be directed to the Contract Documents for specific information of the vehicle to be acquired. The Contract Documents consist of the project specifications.

1.03 PREPARATION OF BID & METHOD OF AWARD

Each bid must be prepared in strict accordance with the requirements of Section 20 of the General Provisions of these specifications.

The Owner reserves the right to reject any or all proposals for any reason the Owner deems advisable. Further, the owner reserves 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. Award of contract will be made by the Owner upon the recommendation of the Engineer to the lowest, eligible, responsive bidder meeting the requirements of the Owner, the Federal Aviation Administration and the State of New Hampshire.

The Contract will be awarded to the Contractor with the lowest qualified total bid for each piece of equipment in this solicitation. This may result in separate contracts being awarded under this solicitation.

Should all bids exceed the available funding for the project, the Owner may reject all bids or may delete work items altogether, if necessary to bring the Contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of the proposal or for adjustment of the unit or lump sum prices bid – subject to the limitations described in Section 40 of the General Provisions. Award will be based on available funding.

Notice of the acceptance of this proposal will be given to the successful bidder by the Owner posting a letter to the bidder's address stated in said proposal. If within 15 calendar days after this day when such

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Purchase Snow Removal Equipment**

notice was given, the successful bidder shall fail to deliver his/her bonds properly executed and his/her contract duly signed, in consideration of such failure, this proposal and acceptance, at the option of the Owner, may become null and void, and the bid guaranty accompanying his/her proposal shall become the property of the Owner which may proceed to accept another of the proposals.

1.04 SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner and the Federal Aviation Administration.

The successful bidder will be required to submit a list of his/her subcontractors within 5 business days of the opening of Bids and before the award of a contract.

1.05 BIDDER'S QUALIFICATIONS

All Bidders for projects with an estimated cost in excess of \$250,000 must be pre-qualified by the Manchester-Boston Regional Airport. Refer to Section 20-02 for additional information. Complete the qualification requirements provided in the bid proposal.

1.06 BID MODIFICATION

Any bidder may modify his/her bid by written communication at any time prior to the schedule closing time for receipt of bids, providing such written communication is received by the Owner prior to the bid closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or any other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

1.07 PROPOSAL GUARANTY BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents in the amount of 5% of the bid, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. The bid bond shall be executed or countersigned for the surety by a person who has current power of attorney for the surety.

The bid security will be returned to all except the two lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made prior to **October 31, 2026**, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

1.08 TIME OF COMPLETION/CONSTRUCTION DURATION AND LIQUIDATED DAMAGES

The construction duration is as stated in the Bid Proposal. The Notice to Proceed will be for the construction period. The bidder must agree to commence work on a date to be specified in the following written Notice to Proceed of the Owner and to fully complete the project within the calendar days as specified on in the plans. Bidder must agree to pay to the Owner as liquidated damages the sum of two hundred and fifty dollars (\$250.00) for each and every calendar day the work remains incomplete beyond the above specified time.

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1.09 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his/her delivery of the executed Contract, the successful bidder shall furnish Surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Provisions included herein. The bonds shall be of the form provided hereinafter and shall be executed by Surety acceptable to the Owner. The bonds shall be executed by or countersigned by an agent for Surety and said agent to have current power of attorney for the Surety. Each bond shall be in the amount of 100% of Contract awarded. Contractors should also submit with all bonds evidence showing the financial strength of the Surety.

Prior to the final payment for the project, the Contractor shall deliver to the Owner a Warranty Bond in the amount of 5% of the final cost of the construction.

1.10 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to John Pelletier, Project Manager with Jacobs Engineering Group Inc., 2 Executive Park Drive, Bedford, NH 03110, by email at john.pelletier@jacobs.com and to be given consideration, must be received at least three (3) working days prior to the date fixed for the public opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, sent Federal Express, or faxed, or emailed to all prospective bidders (at the respective address or fax number furnished for such purposes), not later than one (1) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents. All requests for interpretation must be received at least 72 hours prior to the bid opening.

1.11 POWER OF ATTORNEY

Attorneys-in-fact or others who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.12 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in full. The Contractor shall be responsible for payment of all taxes, fees, and assessments as levied by Federal, State and Local authorities.

1.13 EXECUTION OF CONTRACT

The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Owner and return them to the Office of the Owner (with the required contract bonds) within 15 calendar days after the Contract is mailed.

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1.14 APPROVAL OF CONTRACT

Approval of the Contract shall be in accordance with paragraph 30-07 of the General Provisions. No Contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

1.15 FAILURE TO EXECUTE CONTRACT

Failure of a bidder to comply with any of the requirements of the proposal, failure to execute the Contract within 15 days after mailing, as specified, or failure to furnish contract bonds as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages. Award may then be made to the next best qualified bidder, or the work re-bid, or otherwise handled as the Owner may elect.

1.16 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents which deal with the following:

- a. Inspection of work.
- b. Insurance requirements.
- c. Scheduling the contract work.
- d. Liquidated damages for failure to complete the various portions of the specified times.
- e. Airport safety and security.
- f. Buy American Act.

1.17 EMPLOYMENT OF WOMEN

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

1.18 EQUAL EMPLOYMENT OPPORTUNITY

- a. Each bidder will be required to comply with Title VII of the Civil Rights Act of 1964 as enforced by the Equal Employment Opportunity Commission (EEOC).
- b. The proposed contract is under and subject to Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" of January 21, 2025, as published; and
- c. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the sponsor, or the Director of OFCC requests.
- d. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents of specifications.
- e. Contractors and subcontractors may satisfy EEO requirements of paragraph 2 of the EEO contract clause by stating in all solicitations or advertisements for employees that: "All qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin." or by using a single advertisement in which appears in clearly distinguished type, the phrase: "an equal opportunity employer".

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1.19 ELECTRONICALLY PROVIDED BID DOCUMENTS

Bid Documents provided electronically are provided as a convenience to the Bidder and are not the controlling data for the contract. The original hard copy (paper) contract plans and specifications and modifications thereto reviewed and signed by the Engineer are the legal construction documents and shall be used for interpretations and determinations for the project, overriding any alterable electronic files. Bidder agrees to accept full responsibility for their use of the electronic files and the completeness, correctness, and/or readability of the electronic media file, and shall indemnify, defend, and hold harmless, Jacobs Engineering Group, Inc. and the Owner from any and all claims (including third party) arising from discrepancies between the electronic media file and the sealed drawings or report.

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Purchase Snow Removal Equipment**

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BID PROPOSAL

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PROPOSAL

for

PURCHASE SNOW REMOVAL EQUIPMENT

at

Manchester • Boston Regional Airport

Proposal of _____ (hereinafter called "Bidder") a corporation organized under the laws of the State of _____, a partnership, or an individual** doing business as _____, to the **City of Manchester, New Hampshire, Department of Aviation** (hereinafter called "Owner").

The bidder in compliance with your invitation for bids for the construction of airport improvements having examined the plans and specifications with related documents and the site of the proposed work if required, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials, and labor, hereby proposes to furnish all plant, labor, materials, supplies, equipment, services, and to construct the work in accordance with the Contract Documents, within the time set forth therein, and at the amount in U.S. dollars provided herein. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Time of Completion and Liquidated Damages

Bidder hereby agrees to commence work under this Contract on the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within **180 calendar days**.

Bidder further agrees to pay to the Owner, as liquidated damages, the sum of **two hundred and fifty dollars (\$250.00)** for each and every **calendar day** that the work remains incomplete beyond the time specified for milestone dates and completion as hereinafter provided in the Contract Documents.

Bidder acknowledges receipt of the addenda shown on the attached form entitled, **ACKNOWLEDGMENT OF ADDENDA**.

**** *Strike out inapplicable terms.***

Bidder agrees to perform all the work described in the specifications, shown on the plans or directed, for the unit prices provided in the Bid Forms provided herein.

ACKNOWLEDGMENT OF ADDENDA

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

Addendum No. _____ Date:

**Manchester • Boston Regional Airport
PURCHASE SNOW REMOVAL EQUIPMENT
BID FORM**

BASE BID

ITEM NO.	ESTIMATED QUANTITY/ UNIT	DESCRIPTION AND UNIT PRICE (IN WORDS)	FIGURES			
			UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2 EA	Multi-Tasking Snow Removal Unit to include Carrier Vehicle, Snow Plow, Rotary Broom and High Velocity Air blast _____ Dollars and _____ Cents				
2	1 EA	Carrier Vehicle with Spreader _____ Dollars and _____ Cents				
3	1 EA	Liquid Deice Truck _____ Dollars and _____ Cents				

**Manchester • Boston Regional Airport
PURCHASE SNOW REMOVAL EQUIPMENT
BID FORM**

ADDITIVE ALTERNATIVE BID

ITEM NO.	ESTIMATED QUANTITY/ UNIT	DESCRIPTION AND UNIT PRICE (IN WORDS)	FIGURES			
			UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
W-01-1	2 EA	3 Year Manufacturer's Extended Warranty - MTE _____ Dollars and _____ Cents				
W-01-2	1 EA	3 Year Manufacturer's Extended Warranty – Carrier Vehicle with Spreader _____ Dollars and _____ Cents				
W-01-3	1 EA	3 Year Manufacturer's Extended Warranty – Liquid Deice Truck _____ Dollars and _____ Cents				

Refer to Section 1.03 of the Information for Bidders for Method of Award details.

BID SUMMARY

TOTAL ITEM 1:

_____ **dollars**
(amount in words)

(\$ _____).
(amount in figures)

Number of Calendar days required for delivery after execution of the contract
(_____) Calendar days.

TOTAL ITEM 2:

_____ **dollars**
(amount in words)

(\$ _____).
(amount in figures)

Number of Calendar days required for delivery after execution of the contract
(_____) Calendar days.

TOTAL ITEM 3:

_____ **dollars**
(amount in words)

(\$ _____).
(amount in figures)

Number of Calendar days required for delivery after execution of the contract
(_____) Calendar days.

TOTAL ITEM W-01-1:

_____ **dollars**
(amount in words)

(\$ _____).
(amount in figures)

TOTAL ITEM W-01-2:

_____ **dollars**
(amount in words)

(\$ _____).
(amount in figures)

TOTAL ITEM 3A:

_____ **dollars**
(amount in words)
(\$ _____).
(amount in figures)

The stated prices shall include-all plant, labor, materials, supplies, equipment, services, incidentals, expenses, overhead, profit, insurance, etc., perform all work required by the Contract Documents.

The bidder agrees that the Owner may base the low bid on the lowest unit price for Item #1 only, Item #2 only, Item #3 only. This may result in separate contracts being awarded under this solicitation. Refer to Section 9 of the Instructions to Bidders for Method of Award details.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn prior to **October 31, 2026**.

The bidder agrees that the Owner may select only one work item, may reduce the quantities, or may delete work items altogether if necessary to bring the contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract provided within 15 calendar days and deliver the Surety Bonds as required by the General Provisions. The bid security attached in the sum of _____ is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully submitted:

Name of Bidder: _____

By: _____

Name and Title: _____

Business Address: _____

(Affix corporate seal if bid is by a corporation)

**CERTIFICATE AS TO CORPORATE PRINCIPAL
PROPOSAL**

I, _____ certify that I am the _____ of the corporation named as Bidder in the above Proposal; that _____ who signed the said Proposal on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said Proposal was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

(Corporate Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____ *(Name of Principal)*

as PRINCIPAL, and _____ *(Name of Surety)*

as SURETY, are held and are firmly bound unto **The City of Manchester, New Hampshire, Department of Aviation** hereinafter called the Owner, in the penal sum of

_____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid Amount of _____ for

PURCHASE SNOW REMOVAL EQUIPMENT
at
Manchester • Boston Regional Airport

NOW, THEREFORE, if the Principal shall not withdraw said bid before **October 31, 2026**, and shall within fifteen (15) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above named Principal and Surety have executed this instrument under their several seals this _____ day of _____, name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____SEAL
Individual Principal

_____ *Business Address*

_____SEAL
Individual Principal

_____ *Business Address*

Attest:

_____ *Corporate Principal*

_____ *Business Address*

**Affix
Corporate
Seal**

By: _____

Attest:

_____ *Corporate Surety*

_____ *Business Address*

**Affix
Corporate
Seal**

By: _____

Attorney-in-Fact

* Power of attorney for person(s) signing for surety company must be attached to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

BID BOND

I, _____, certify that I am the
_____ of the Corporation named as principal in the within
bond; that _____, who signed the said bond on
behalf of the Principal was then _____
of said Corporation; that I know his/her signature, and his/her signature thereto is genuine, and
that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by
authority of its governing body.

**Affix
Corporate
Seal**

QUALIFICATION STATEMENT
for
Purchase Snow Removal Equipment
at
MANCHESTER•BOSTON REGIONAL AIRPORT

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The applicant may submit any additional information he/she desires.

INSTRUCTIONS FOR COMPLETING QUALIFICATION STATEMENT

- Item 1* *Completed for the project.*
- Item 2* *Enter full company name*
- Item 2a* *Check the appropriate box.*
- Item 2b* *Insert the company Federal ID No.*
- Item 2c* *Insert the company UEI No. (will be used to check eligibility to contract for federally funded projects.*

- Item 3* *Enter company main office address, phone & fax no.*
- Item 4* *Enter date when business was first established.*
- Item 5* *Enter date of incorporation and State.*
- Item 6* *Enter number of years that this corporate entity has been engaged in contracting. Provide applicable lists for either a or b.*

- Item 7* *Enter brief description of type of work performed.*
- Item 7a* *Enter years of experience.*
- Item 8* *Attach schedule of uncompleted work.*
- Item 9* *Attach schedule of completed work for prior 5 years.*
- Item 10a* *Check the appropriate box. If any are Yes, attach documentation.*
- Item 10b* *Check the appropriate box in 1, 2 & 3. If any are Yes, attach documentation.*
- Item 11* *Attach list as indicated.*
- Item 12a* *Attach list of major suppliers & sub-contractors utilized in the past 5 years.*
- Item 12b* *Attach list of major suppliers & sub-contractors who have brought suit or filed liens against the company in the past five years.*

- Item 13* *Provide all required information for bank, bonding company and bonding agent.*
- Item 14* *Attach list of the Company's major equipment.*
- Item 15* *Attach list of 3 professional references as indicated.*
- Item 16* *Attach list of all parties involved in legal action with the company in the past 5 years.*
- Item 17* *Attach list of government entities to be utilized as a company reference.*

STATEMENT OF TRUTH FORM

Applicant is to fill out and sign the Statement of Truth Form

1. Project: Purchase Snow Removal Equipment

2. Full Name of Company:

a. Company is: Corporation Partnership
Individual

b. Federal ID No. (Employer's Identification No.):

c. UEI No.

3. Permanent main office address:

Address _____ City _____ State _____ Zip _____

Phone No.: _____ Fax No.: _____

4. Date Established: _____

5. If a corporation, when and where incorporated?

6. How many years has this organization been engaged in the contracting business under the present firm or trade name?

a. If a corporation: Attach list of names and phone numbers of the principal officers.

b. If a partnership: Attach list type of partnership (general, limited, association, etc.) and names and phone numbers of all partners.

7. Describe the general character of the work performed by the applicant.

a. How many years of experience, in work similar to the identified projects, has the applicant had?

(1) As a General Contractor: _____

(2) As a Sub-Contractor: _____

8. List the construction projects the organization has under contract on the date of this application. Attach a schedule showing: gross contract amount; actual or anticipated start and completion dates; percent complete; percent sublet; name and address of client; name and phone number of person supervising for the client.

9. List the construction projects the organization has completed in the last five (5) years. Attach a schedule showing: gross contract amount; actual start and completion dates; percent sublet; name and address of client; name and phone number of person supervising for the client.

10. a. Of the projects listed in # 8 above, did the applicant's organization, its partners or officers do not complete a project by the original contract date.

Yes _____ No _____ If yes, attach a list of the project(s) with explanation (s).

b. Of the projects listed in # 8 above.

(1) Did the applicant's organization, its partners', or officers' delay the work by more than 14 days?

Yes _____ No _____

(2) Did the applicant's organization, its partners', or officers' cease work?

Yes _____ No _____

(3) Did the applicant's organization, its partners', or officers' leave the job site during the construction?

Yes _____ No _____

If yes to any of the above, attach list of project(s) with explanation(s).

11. List backgrounds and experience of the principal members of the applicant's organization, including the officers and the individuals who will be the field superintendent(s) on the proposed work at the Manchester-Boston Regional Airport. Attach a schedule showing: individuals name; present position; years of construction experience; magnitude and type of work; in what capacity; previous airport work.

12. a. List major material suppliers and/or sub-contractors with whom the organization has done business in the past five (5) years. Attach a schedule showing: name, complete address; phone number; contact person for each.

b. List each material supplier and/or sub-contractor of the applicant who has given notice of lien, filed a mechanics lien, or brought suit for payment on any contract in the last five (5) years. Attach schedule showing name; complete

address; phone no.; contact person; explanation and resolution for each.

13. Provide name, complete address, phone no., and contact person for each of the following:
 - a. Bank _____
 - b. Bonding Company * _____
 - c. Bonding Agent _____

* Bonding Co. must be registered and licensed to do business in the State of New Hampshire.

14. List the major equipment available for the proposed project(s). Attach a schedule showing: quantity; description including size of capacity; condition; age; cost; depreciation; book value.
15. Provide names, complete addresses, and phone numbers for three (3) owners, engineers, or architects, not employed by the applicant, involved in current contracts or contracts completed in the last five (5) years, who can attest to the character, integrity, reputation, judgment, experience, and efficiency of the applicant.
16. Provide names, complete addresses, and phone numbers of all adverse parties in any suit involving the applicant in the last five (5) years.
17. Provide names, complete addresses, and phone numbers for all government entities who have determined the applicant qualified for the type of work requested herein and all who have not determined the applicant qualified, in the last five (5) years.

STATEMENT OF TRUTH FORM

I, _____ swear that all the statements herein contained, including the declaration of ownership or organization, and the record of experience have been examined by me, and to the best of my knowledge and belief, are true and correct.

I hereby authorize the Airport Director, his designees, or their agents to make such investigation, inquiry, checks and tests as they, in their sole discretion, deem necessary to attempt to ascertain my qualifications. I hereby waive any and all claims, release and agree to hold harmless any person who provides to the Director or his designees information or opinions held in good faith.

Signed:

Title:

SUBSCRIBED AND SWORN TO BEFORE ME, THIS

Day of _____ 20 _____.

Notary-Public or Justice of the Peace

My commission expires: _____

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CERTIFICATES OF COMPLIANCE FOR AIP / AIG PROJECTS

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**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CERTIFICATIONS TO ACCOMPANY PROPOSAL BID FORMS

1.01 ALL CONTRACTS

- a. The bidder (proposer) must supply all the information required by the proposal forms and specifications.
- b. The City of Manchester Department of Aviation, New Hampshire, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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 award.

1.02 INSTRUCTIONS TO BIDDERS

- a. To achieve these requirements, the Bidder shall complete and sign the attached statement.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

**Certification of Compliance with FAA Buy American Preference
Equipment/Building Projects**

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 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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 (ü) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) 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 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

Manchester • Boston Regional Airport Purchase Snow Removal Equipment

- 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 refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

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

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False Statements: Per 49 U.S.C. § 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

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**GOALS AND ASSURANCES FOR
DISADVANTAGED BUSINESS ENTERPRISES**

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

The requirements of CFR 49 Part 26, Regulations of the U. S. Department of Transportation, apply to this contract. It is the policy of The City of Manchester-Department of Aviation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE goal of “**0.00**” percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CRF Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information (1) the names and addresses of DBE firms that will participate in this contract; (2) a description of the work that each DBE will perform; (3) the dollar amount of the participation of each DBE Firm participating; (4) written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of **0.00%** DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of **0.00%**) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm:

State Registration No. _____

By _____
(Signature)

(Title)

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DBE LETTER OF INTENT

Name of bidder'/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (For Bids Exceeding \$25,000)**

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

Name and Title of Signer (Please type)

Signature

Date

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

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CERTIFICATION REGARDING LOBBYING

(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A)

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 31 U.S.C. § 1352. 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.

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**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 (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

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TRADE RESTRICTION CERTIFICATION

49 USC § 50104, 49 CFR Part 30

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

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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.

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DOMESTIC PREFERENCES FOR PROCUREMENTS

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

CONTRACT DOCUMENTS

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**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2026,

(execution date by Owner) by and between **City of Manchester - Department of Aviation**, hereinafter called "OWNER" and

doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project entitled

**Purchase Snow Removal Equipment
AIRPORT IMPROVEMENT PROGRAM NO. 3-33-0011-TBD-2026
CITY BID # FY26-805-49**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and will complete the work within the 180 **calendar days** from the effective date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The CONTRACTOR shall pay as liquidated damages the sum of **two hundred and fifty (\$250.00)** for each and every calendar day that the work remains incomplete beyond the above specified time, as provided in the General Provisions

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, or as shown in the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) This Agreement
- (B) Addenda as listed herein
- (C) Advertisement for Bids
- (D) Information for Bidders
- (E) Signed Copy of the Bid Proposal
- (F) General Provisions
- (G) Required Contract Provisions for AIP Projects
- (H) Supplemental Provisions
- (J) Technical Specifications

In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Paragraph 5 shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

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Addenda Issued:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The Contractor shall indemnify, hold harmless and defend the Owner, the United States of America, the Engineer, the Engineer's consultants, and their officers, board members, agents and employees (the "Indemnities") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, relating to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnities without contributory fault on the part of any person, firm, or corporation.

In any and all claims against the Indemnitee or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited to in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitee or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitee or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitee or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the **City of Manchester - Department of Aviation** which is hereby reserved to the **City of Manchester - Department of Aviation**.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

The provision of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incurs costs or liabilities described above.

9. This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This contract shall be construed according to the laws of the **City of Manchester - Department of Aviation**. No portion of this contract shall be understood to waive the sovereign immunity of the **City of Manchester - Department of Aviation**. This contract shall not be amended, except as specified in the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

**CITY OF MANCHESTER - DEPARTMENT
OF AVIATION**

Witnessed:

By: _____

Notary Public
My Commission Expires: _____

Name: _____
(type or print)

(SEAL)

Title: _____

CONTRACTOR

Witnessed:

By: _____

Notary Public
My Commission Expires: _____

Name: _____
(type or print)

(SEAL)

Title: _____

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

ARTICLE 5. CERTIFICATES OF INSURANCE

The Contractor shall furnish Certificates of Insurance as described in SUPPLEMENTAL PROVISIONS, and shall list the policies as follows:

Type of Insurance	Limits of Policy Coverage	Number	Insurance Co.	Expiration Date
Workman's Compensation	_____			
General Liability	_____			
Automobile Liability	_____			
Builder's Risk	_____			

These Insurance Certificates as well as Performance and Payment Bonds must be furnished at or before the time of the execution of this document. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Departments of Aviation and Risk Management, the Program Manager, when designated, and any Architect and Engineering firms designated by the Owner as an additional insured (except worker's compensation).

IN WITNESS WHEREOF, the parties to these presents have executed this Contract as of the year and day first above mentioned.

(Seal)
ATTEST:

	By:	
Witness		Contractor Date

	By:	
Witness		Department of Aviation Date

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CONTRACT BONDS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____

an individual*, a partnership*, a corporation organized under the laws of the State of _____

_____ * having a usual place of business in the State of _____

_____ as Principal, and _____

_____ a corporation organized under the laws of the State of _____

and having a usual place of business in the State of _____

as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire,

Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of _____

_____ ---- Dollars

(\$ _____),

lawful money of the United States of America, to and for the true payment whereof, we bind ourselves

and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly

by these presents. WHEREAS, the said Principal has by means of a written agreement dated _____

_____, 2026, entered into a Contract with the Owner for: **Purchase Snow Removal**

Equipment

a copy of which Contract is attached hereto and by reference made a part hereon.

*Strike out inapplicable terms.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal and his/her subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said Contract set forth and specified to be by said Principal kept and performed, and shall well and truly indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations or addition to the terms of the Contract or the work or to the Contract Documents.

In the event that the Contract is abandoned by the Principal, or is terminated by the Owner under the provisions of said Contract, said Surety hereby further agrees that said Surety shall, if requested in writing by the Owner, take action as is necessary to complete said Contract.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS WHEREOF, we have hereunto set out hands and seals to this bond this _____ day of _____, 2026.

WITNESS:

Name of Principal (SEAL)

By: _____

WITNESS:

Name of Surety (SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

**CERTIFICATE AS TO CORPORATE PRINCIPAL
PERFORMANCE BOND**

I, _____, certify that I am the _____ of the
Corporation named as Principal in the within bond; that, _____ who
signed the said bond on behalf of the principal was then _____,

of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said
bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

_____ SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must
execute bond.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____
individual *, a partnership*, a corporation organized under the laws of the State of _____*
having a usual place of business in the State of _____,
as Principal, and _____,
a corporation organized under the laws of the State of _____, and
having a usual place of business in the State of _____,
as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New
Hampshire, Department of Aviation

(hereinafter the Owner), its successors and assigns, in the sum of _____
_____ Dollars (\$ _____), lawful money of the United
States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____, 2026
entered into a Contract with the Owner for:

Purchase Snow Removal Equipment at Manchester-Boston Regional Airport.

a copy of which Contract is attached hereto and by reference made a part hereof.

* Strike out inapplicable terms.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

NOW, THEREFORE, THE CONDITION Of this obligation is such that is the said Principal and his/her subcontractors shall pay for all labor performed or furnished, for all equipment hired, including trucks, for all material used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power, tools, hardware, and supplies purchased by said principal and used in carrying out said Contract, and for labor and parts furnished upon the order of said contractor for the repair of equipment used in carrying out said Contract, this agreement to make such payments being in compliance with the requirements of Section 16 of Chapter 447, of New Hampshire Revised Statutes, Annotated, 1955, to furnish security there under and being in fact such security, and if said Principal shall well and fully indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees (1) that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the Contract Documents; (2) that in case of liabilities not covered by said Section 16 of Chapter 447 RSA, as amended, but covered by this bond, then the provisions of this bond shall control.

In addition to the obligations of the undersigned enumerated above, the bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any material or perform any labor on account of said Contract, or rent or hire out any appliances or equipment used or employed in the execution of said Contract and they and each of them are hereby made Obligees hereunder the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue hereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of any said persons, firms and corporations, the Owner as an additional remedy may maintain an action against the undersigned in its own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____ day of _____, 2026_ In presence of:

Individual Principal SEAL

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal SEAL

By: _____

Attest:

Corporate Surety SEAL

Business Address

Countersigned:

By: _____

By: _____

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CERTIFICATE AS TO CORPORATE PRINCIPAL

PAYMENT BOND

I, _____, certify that I am the
_____ of the Corporation named as Principal in
the within bond; that, _____ who signed the said
bond on behalf of the principal was then _____,
of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said
bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

_____ SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must execute bond.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

SAFETY RESPONSIBILITY COVENANT

It is hereby understood and agreed that the CONTRACTOR is responsible for health and safety on this project including, but not limited to, compliance with all applicable federal, state, and local regulations, codes, rules, orders, laws and ordinances regarding health and safety and shall, at all times, exercise and enforce reasonable precautions for the safety and welfare of all persons and property associated with or affected by this project. The CONTRACTOR's responsibility shall include providing adequate equipment and facilities necessary (including, if required, removal to a hospital) to furnish first aid to any person or person's who may be injured on the project site.

The CONTRACTOR further agrees to defend, indemnify and hold harmless the OWNER and the ENGINEER from any expense, cost or loss including but not limited to fines, demands, suits, legal fees, or penalties, including costs of corrective measures, that the CONTRACTOR, OWNER or ENGINEER may sustain by reason of the CONTRACTOR's failure to provide a safe workplace or to comply with all health and safety laws, rules and regulations in connection with the performance of this Contract.

To achieve the safety goals for this project, the CONTRACTOR shall designate a SAFETY OFFICER whose duty shall be to monitor the project on a daily basis in order to insure that all required safety measures are strictly adhered to and site safety is insured. The SAFETY OFFICER shall act for the CONTRACTOR on safety issues and shall have the right to shut down work on the site until safety deficiencies have been corrected. The project SAFETY OFFICER is designated as:

NAME: _____

TITLE: _____

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CONTRACT BONDS

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS

That we _____, an individual*, a partnership*, a company organized under the laws of the State of _____, having a usual place of business in the State of _____, as Principal, and _____ a company organized under the laws of the State of _____, and having a usual place of business in the State of _____, as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire, Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has, by means of a written agreement dated _____, 2026, entered into a Contract with the Owner for a copy of which contract is attached hereto and by reference made a part hereof.

* Strike out inapplicable terms.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

NOW, THEREFORE, THE CONDITION of this obligation is such that is the said Principal and his/her subcontractors shall remedy any defects due the contractor's failure to conform to the contract requirements or to faulty materials or workmanship, defect of equipment, or design furnished by the contractor, and pay for any damage to other work resulting therefrom, which shall appear **within the warranty period from the date of final acceptance** of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Owner shall give Contractor and Surety notice of Observed defects with reasonable promptness.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the specifications.

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____ day of _____, 2026 In presence of:

Individual Principal SEAL

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal SEAL

By: _____

Attest:

Corporate Surety SEAL

Business Address

Countersigned: By: _____

By: _____

**Manchester • Boston Regional Airport
Purchase Snow Removal Equipment**

CERTIFICATE AS TO CORPORATE PRINCIPAL

WARRANTY BOND

I, _____, certify that I am the
_____ of the Corporation named as Principal in
the within bond; that, _____ who signed the said
bond on behalf of the principal was then _____,
of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said
bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

_____ SEAL

Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) 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.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
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-

Paragraph Number	Term	Definition
		way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	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 work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
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 proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, 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	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	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 Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) 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 and/or RPR, subject in each case to the final determination of the Owner.

Paragraph Number	Term	Definition
		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.
10-32	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.
10-33	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% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the Manchester – Boston Regional Airport .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	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

Paragraph Number	Term	Definition
		contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	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.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	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

Paragraph Number	Term	Definition
		specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	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; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	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, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	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.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the

Paragraph Number	Term	Definition
		Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). [Refer to Invitation for Bids.](#)

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. 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 bidder'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 their 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 the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification 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. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. [Not Used.](#)

20-06 Examination of plans, specifications, and site. [Not Used.](#)

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, 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 which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their 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 person signing the proposal shall give the name of the state where 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 their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that 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.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 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, and the words BID ENCLOSED 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 or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened. See INFORMATION FOR BIDDERS.

20-12 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 or by email 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.

20-13 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 or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 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 paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than 3 days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid 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 Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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 interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made by **October 31, 2026**, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 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 paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder 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.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of 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.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 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 labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Not Used.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit 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 RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. 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 defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

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.

40-05 Maintenance of traffic. Not Used.

40-06 Removal of existing structures. Not Used.

40-07 Rights in and use of materials found in the work. [Not Used.](#)

40-08 Final cleanup [Not Used.](#)

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 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 RPR 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 their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR 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 RPR's written orders.

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 RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

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

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. 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 technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. Refer to Supplemental Provisions.

50-05 Cooperation of Contractor. The Contractor shall be supplied with [one] hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard 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 shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their 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 RPR or their authorized representative.

50-06 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 the work 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 their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

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

50-07 Construction layout and stakes. Not Used.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR 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 RPR 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.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

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 that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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 Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, 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 with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. *Not Used.*

50-12 Maintenance during construction. *Not Used.*

50-13 Failure to maintain the work. *Not Used.*

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 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 RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR 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 RPR 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 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in 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 documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. 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.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR 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 RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. 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 their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC 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. The COA is the manufacturer's COC and includes all applicable test results.

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 RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," 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.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

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

60-04 Plant inspection. The RPR or their 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 acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

- b. The RPR 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 RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

60-05 Engineer/ Resident Project Representative (RPR) field office. [Not Used.](#)

60-06 Storage of materials. [Not Used.](#)

60-07 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 RPR.

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 RPR has approved its use in the work.

60-08 Owner furnished materials. [Not Used.](#)

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 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 their 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 the Contractor's employees.

70-02 Permits, licenses, and taxes. [Not Used.](#)

70-03 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 hold 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 execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. [Not Used.](#)

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. [Not Used.](#)

70-08 Construction Safety and Phasing Plan (CSPP). [Not Used.](#)

70-09 Use of explosives. [The use of explosives is not permitted on this project.](#)

70-10 Protection and restoration of property and landscape. [Not Used.](#)

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, 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 neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, 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 decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages 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 or she 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 for 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. [Not Used.](#)

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, 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 non-execution 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 their own 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, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. [Not Used.](#)

70-16 Furnishing rights-of-way. [Not Used.](#)

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 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 their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their 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 or guaranty.

70-19 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, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. [Not Used.](#)

70-21 Insurance Requirements. [Refer to Supplemental Provisions.](#)

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. 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 Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their 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.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. 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 RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. 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.

80-04 Limitation of operations. Not Used.

80-04.1 Operational safety on airport during construction. Not Used.

80-05 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.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that 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 not cause injury to previously completed work, adjacent property, or existing airport facilities due to 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 otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR 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 RPR 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 RPR 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 paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time 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 written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating

the amount shown on the claim. The RPR will forward the Contractor's 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 or for any other delay provided for in the contract, plans, or specifications.

If it becomes 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.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work 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.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 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 paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
A	\$250.00	180 Calendar Days from issuance of NTP.

The maximum construction time allowed for Schedule A will be the sum of the time allowed for individual schedules but not more than 180 days. 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.

80-09 Default and termination of contract. The Contractor shall be considered in default of their 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 and/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 execution 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 the Contractor 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 above, the Owner 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, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution 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 RPR 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.

80-10 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 execution 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 RPR.

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

80-11 Work area, storage area and sequence of operations. [Not Used.](#)

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their 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 (0.8 square meters) 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 RPR.

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.

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.

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	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 for the materials hauled, 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.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or

Term	Description
	weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	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 inch.
Miscellaneous Items	When 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	<p>Scales must be tested for accuracy and serviced before use. 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. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR 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 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>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 unit contract prices for the various items of the project.</p>

Term	Description
Rental Equipment	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 in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	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 RPR. 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.

90-02 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 execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR 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 RPR 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 RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’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 RPR’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 the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and 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 paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

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 paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Not Used.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's 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 RPR 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 RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR'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 Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, 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 Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, 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.

90-10 Construction warranty.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. **However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work**
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **14** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. 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, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s). – See specifications.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90



Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

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CONTRACT PROVISIONS

1 ACCESS TO RECORDS AND REPORTS

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

2 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.

3 BUY AMERICAN PREFERENCE

FAA BUY AMERICAN PREFERENCE

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

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

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

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

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

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

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 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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 (ü) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) 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 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

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

False Statements: Per 49 U.S.C. § 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

4 CIVIL RIGHTS - GENERAL

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

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

5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Manchester – Boston Regional Airport in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

6 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 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

7 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

8 DISADVANTAGED BUSINESS ENTERPRISE

Solicitation Language (Solicitations with a DBE Contract Goal)

Bid Information Submitted as a matter of **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 responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

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

Bid Information submitted as a matter of **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.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein 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;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE

and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13) –

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

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

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Manchester – Boston Regional Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Manchester – Boston Regional Airport. This clause applies to both DBE and non-DBE subcontractors.

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

The prime contractor must not terminate a DBE subcontractor listed in response to Solicitation Language as it appears above (or an approved substitute DBE firm) without prior written consent of Manchester – Boston Regional Airport. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

Manchester – Boston Regional Airport may provide such written consent only if Manchester – Boston Regional Airport agrees, for reasons stated in the concurrence document, that the prime contractor has

good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

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

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

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

9 DISTRACTED DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

14 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.

15 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 (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

16 TERMINATION OF CONTRACT

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 CAUSE (EQUIPMENT)

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

1. Fails to begin the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

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

If within [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.

17 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

18 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 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 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.

19 DOMESTIC PREFERENCES FOR PROCUREMENTS

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

20 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

SUPPLEMENTAL PROVISIONS

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I. CONTRACT DOCUMENT DRAWINGS

Not Used.

II. SPECIAL INSPECTION REQUIREMENTS

A. The project will be financially aided by grants from the Federal Aviation Administration (U. S. Government) and from the New Hampshire Department of Transportation, Bureau of Aeronautics. All work done under this Contract will be subject to the rules and regulations and the approval of said Administration and Department. The Contractor shall provide authorized representatives of said Administration and Department with proper access to the work for inspection purposes at any time during the preparation for or progress on the Contract work.

B. The Contractor shall throughout the course of the work give proper notice to the Engineer and all others having jurisdiction of his/her schedule of operations. It shall be the Contractor's responsibility to have all parts of the work inspected and approved by the proper authorities as required.

C. All applicable inspection and certification requirements of the Standard Specifications referred to herein will be enforced, in addition to any other inspections or certifications deemed necessary by the Engineer.

III. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

IV. PROTECTION OF LIVES AND HEALTH

To protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. He/she alone shall be responsible for the safety, efficiency, and adequacy of his/her plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance, or operation.

V. INSURANCE

A. General

1. The Contractor, under any circumstances, shall not commence work under this Contract until he/she has obtained all the insurance required by these Specifications. The Owner and the Engineer shall be named as certificate holder on all policies. The types and minimum amounts of the insurance to be provided by the contractor shall be as specified below.

B. Types and Minimum Limits

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1. Workmen's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State of territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

In case any class of employees engaged in hazardous work on this project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.

2. Contractor's Public Liability and Property, Damage and Vehicle Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance. The Public Liability and Property Damage policies shall be extended to cover completed operations for a period of one year following acceptance of the contract work. The limits of insurance coverage shall be as follows:

For bodily injury:

\$ 500,000.00 Each person

\$ 1,000,000.00 Each person

For property damage:

\$ 1,000,000.00 Each accident

\$ 3,000,000.00 Aggregate

The insurance required under this subparagraph shall provide adequate protection for the contractor against damage claims which may arise from operation under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any damage or injury to aircraft or persons in aircraft operating on or near the project site. The insurance shall also cover damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the contract work.

3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (a) require each of his/her subcontractors to procure, and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability and Property Damage Insurance of the types and amount specified in (2) above or (b) insure the activities of all subcontractors under the Contractor's own policies specified in (2) above.

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4. Builder's Risk Insurance and/or All Risk Property Damage Insurance (Fire and Extended Coverage)

Until the project is completed and accepted by the Owner the Contractor is required to maintain Builder's Risk Insurance and/or All Property Damage Insurance (Fire and Extended Coverage) on a 100 percent completed value basis on all materials and workmanship utilized all portions of the project for the benefit of the Owner, the Contractor and subcontractor as their interests may appear.

Builder's Risk Insurance is only required for construction of structures or buildings including work on existing structures and/or buildings.

5. Owner's, Contractor's Protective Insurance

The Contractor shall procure and maintain during the life of this Contract at his/her own expense and shall furnish to the Owner a separate Owner's Contractor's Protective Policy providing public liability and property damage with the following minimum limits:

For bodily injury:
\$ 500,000.00 Each person
\$ 1,000,000.00 Each accident

For property damage:
\$ 1,000,000.00 Each accident
\$ 3,000,000.00 Aggregate

C. Insurance Certificates

1. The Contractor shall furnish the Owner at the time of executing the Contract, Certificates of Insurance showing clearly the types and amounts of insurance coverage, the operations covered, effective dates, and expiration dates for all of the required insurance coverage. Certificates of Insurance shall be endorsed essentially as follows: "None of the coverage indicated on the Certificate will be modified or cancelled without ten days prior written notice to the Owner." The Certificates of Insurance shall clearly state all of the requirements specified in all these subparagraphs and shall state the month and year of the Contract. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor under the Contract.

VI. SPECIAL HAZARDS

The Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability, and Vehicle Property Damage insurance coverage shall provide adequate protection against the following special hazards:

A. Damage or injury to aircraft or persons in aircraft operating on or near the project site, resulting from any operations under this Contract.

B. Damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the Contract work.

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VII. PRICING OF CONSTRUCTION CONTRACT CHANGE ORDER OR SUPPLEMENTAL AGREEMENT DOCUMENTATION

A. GENERAL

1. The contract language contained in this Section will supplement and take precedence over all other Change Order (CO) or Supplemental Agreement (SA) pricing contract provisions in the Contract Documents provided by the Owner, Design-BUILDER (Contractor), Construction Manager (Contractor), General Contractor (Contractor) and/or Architect/Owner. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Construction Manager and/or the General Contractor and/or the Trade Contractors and/or the Subcontractors and/or all other lower tier sub-subcontractors (all referred to as “Contractor” in this Section). In the event of a conflict between the other Contract Documents used for the Project, the change order pricing contract provisions in this Section shall govern.
2. Contractor agrees that it will incorporate the provisions of this Section into all agreements with lower tier Contractors. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), and/or, unit price contracts. It is further understood that these change order provisions will apply to all methods of change order pricing specifically including lump sum change order proposals and unit price change order proposals.
3. Whenever change order or Supplemental Agreement proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor in accordance with the pricing provisions found in this Section. The options will be (1) lump sum change order proposal, or (2) unit price change order proposal as defined in the following provisions.
4. The word “Change Order” in this section applies to both Change Orders and Supplemental Agreements as defined by Section 10-15 and 10-59 of the General Provisions of these specifications.

B. CHANGE ORDER TYPES

1. Lump Sum Change Orders. Provides a single lump sum amount for extra work that comprises of multiple task and a well-defined amount of effort.
- 2 Unit Price Change Orders. Provides a per unit amount for a single task that will be measured for payment upon completion of the task.
3. If a CO proposal is not acceptable to the Owner and prompt agreement between the two parties cannot be reached, the Owner at its sole option, may order the Contractor to proceed with the work on a “Time and Material” basis. The resulting CO will be treated as a Lump Sum CO for determining cost. The Time and Material worksheet contained in Technical Specification Section G- 001 will be used to track time and materials on a daily basis and must be signed by the Contractor and the Engineer each day.

C. CHANGE ORDER PROPOSALS

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1. The following will apply to all types of Change Orders:

a. For all labor the Contractor shall receive the rate of the personnel reasonably anticipated to perform the work, or in the case of Time and Materials, the wage actually paid as shown by his certified payroll, which shall be at least the minimum rate established by the Contract Documents.

1. The labor rate shall include allowable overhead labor burden defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance.

2. For all foremen in direct charge of the work the Contractor shall receive the actual wage paid the foremen, as shown on (his certified payroll). No part of the salary or expense of anyone above the grade of foreman and having general supervision of the work will be included in the labor item.

3. Contractor shall receive the actual cost of such labor and labor burden, to which shall be added a maximum of fifteen percent (15%) of the sum thereof.

b. For all materials used by the Contractor, he shall receive the actual cost of such materials, less any allowable cash discounts, delivered on the work, including delivery charges as shown by original receipted bills, to which shall be added a maximum of five percent (5%) of the sum thereof.

c. For any major power operated machinery, trucks or equipment, which it may be necessary to use, the Owner shall allow the Contractor the rental price as set forth in the standard schedule of equipment rental prices established by the Rental Rate Blue Book for Construction Equipment, current edition as published by Dataquest, or equivalent publication.

1. Should the proper completion of the work require equipment of a type not covered by the above-mentioned schedule, the Owner shall allow the Contractor a reasonable rental price to be agreed upon in writing before the work is begun.

2. No percentage shall be added to the amounts of any of the above stated equipment rental prices, but the price as set forth in the schedule or agreed upon shall be total compensation allowed for the use of such equipment.

3. Major equipment is defined as tools and equipment with an individual purchase cost of more than \$750.

d. For all cost of all insurance, bonds, and taxes imposed by law on labor employed on the work, the Contractor shall receive the actual amount paid without being marked up.

1. In the event the Contractor has been required to furnish comprehensive general liability insurance and/or performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in comprehensive general liability insurance

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costs and/or bond premium costs associated with change orders to Contractor's base contract price.

e. All extra work performed by a subcontractor will be according to the above requirements as if the work were performed directly by the Contractor. Extra work performed by a subcontractor may be marked up by the General Contractor by a maximum of five percent (5%). If there are second and third tier subcontractors, subcontractors can markup lower tier subcontractors by a maximum of five percent (5%), the aggregate mark-up of all subcontractors involved shall be a maximum of twenty percent (20%), including the General Contractors markup. The maximum mark-up for all labor, materials and subcontractors is twenty-five percent (25%).

f. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

g. The Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor to proceed with the changed work on a time and material basis with an agreed upon "not-to-exceed" price for the work to be performed. Such directions to the Contractor by the Owner shall be confirmed in writing within seven (7) calendar days. The cost or credit, and or time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

D. UNAUTHORIZED CHANGES IN THE WORK

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented.

VIII. PERMITS

- a. The Engineer will provide the awarded Contractor any state and local permits after the bid. The following permits are anticipated. - Not applicable

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Part A – Item 1

Multi-Tasking Equipment

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Appendix 1. Specification for Carrier Vehicle

Part A - Airport Operator Checklist

AI-1. Anticipated uses and/or features of vehicle. This vehicle will be an off-highway vehicle dedicated to airport use. The vehicle shall be manufactured and delivered per SAE / ARP 5548 following the details outlined in this appendix. This vehicle shall be a new and unused production model (no prototypes). This multi-tasking vehicle (MTE) shall be designed for one person and shall include a combination of carrier vehicle, snowplow, rotary broom and high velocity air blast system intended for plowing and sweeping snow from airport operational areas, including runways, taxiways and apron areas. The design of these units shall ensure positive tire-to-ground tractive effort while brooming and doing full wall-to-wall turnarounds. The MTE shall be an Articulating configuration. Broom and airblast shall be mounted mid-chassis. The configuration shall be a two-engine design, one dedicated to the four-wheel drive power unit and one dedicated to the broom/air blast. The chassis shall have a forward mounted cab.

AI-2. Performance requirements.

- a. Required working speed. The Carrier Vehicle shall have an operating speed of at least 30 mph.
- b. Turning radius: The vehicle turning radius must meet a 100-foot wall to wall maximum turning test. The Sponsor reserves the right to request supplemental testing attended by the manufacturer.
- c. To comply with (AC 150/5220-20A) 7-4c, for dedicated carrier vehicle (MTE) controllability and safety, power must be provided to at least two axles.

AI-3. Engine/transmission.

- a. The transmission will be fully automatic six speed.
- b. The Engine shall be Liquid cooled Diesel. Alternative fuel engines will not be accepted.

AI-4. Transfer case. Provide manufacturer's standard design (See Table 7-1 line item 5.4.4i.) (AC 150/5220-20A)

AI-5. Weight Distribution. To comply with SAE / ARP5548 paragraph 5.25 the manufacturer shall submit with the bid the calculated weight distribution on the axles. The actual weight distribution on the produced vehicle shall not deviate from the calculated weight distribution by more than 5% on any axle, or for the gross weight as determined by weighing the unit at a public certified scale. The actual weight shall be provided to the Owner prior to equipment delivery.

AI-6. Fuel capacity. will be a minimum total of 300 gallons.

AI-7. Auxiliary equipment. The following selections from SAE / ARP 5548 shall be supplied:

- a. The Starting Device electrical system shall be 24 volt electrical and starting

- b. Installation of a pintle hitch
- c. Standard Catalog steering and Steering Enhancements shall be the standard manufacturer's design.
- d. Reflectors or Conspicuity Markings.
- e. Audible back up alarm
- f. Engine Coolant Heater
- g. Windshield Deluge system
- h. Backup Camera System – only if Manufacturers Standard design
- i. Spare rim/Tire - one for each of the rim/tire/caster sizes used on vehicle (plow, broom, chassis)

Part B - Specification for Carrier Vehicle

AI-8. Materials and components. See referenced SAE / ARP equipment specification.

AI-9. Delivery.

a. Preparation for delivery.

(1) **Shipment.** The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.

(2) **Marking.** Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.

b. Instruction and training. The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE / ARP equipment specification.

c. Technical Publications. The manufacturer shall furnish electronic copies of all associated manuals that shall include but is not limited to: Operators manual, Parts Manual and Maintenance and Service manual. In addition, for each electronic manual provided, the manufacturer shall furnish two complete printed sets. Manufacturer/Vendor to notify Sponsor of any software / parts updates/upgrades.

Appendix 1a. Optional/Alternate Equipment Specification

A2-1. General.

Most snow and ice control equipment is designed to operate under normal winter conditions, At various times, working tolerances and/or severe weather or operating conditions require specialized support equipment to assist the primary unit prior to or during operation, Several of these options are discussed below:

A2-2. Carrier vehicle.

Equipment to be considered when operating a carrier vehicle at or below -40°F (-40°C) or when the vehicle must be stored outside or in an unheated building is as follows:

a. Engine/transmission.

- (1) **Engine-jacket water heater.** Recirculating type with thermostatic control and weatherproof receptacle plug (minimum - 1500 watts).
- (2) **Engine oil pan heater.** 300 watts
- (3) **Battery warmer pad.** Approx 50 to 100 watts/battery
- (4) **Transmission oil pan heater.** Transmission manufacturer to recommend wattage.

b. Vehicle cab – Operators Cab shall be manufacturers standard design.

- (1) **Additional door handles.** Not used.
- (2) **Cab Air Conditioning System.**
- (3) **Mirrors.** Rear view mirrors shall meet ARP5539 standard design.
 - (a) Remote control for exterior mirrors.
 - (b) Electrically heated exterior mirrors.
- (4) **Windows.** Cab glass shall be manufacturers standard design.
- (5) **Seats.**
 - (a) Heated Driver Seat
 - (b) Air Suspension Seat
- (6) **Cab insulation upgrade** (to reduce exterior noise below 85 dBa).

- (7) **Standard equipment horn.**
- (8) **Additional Lighting:**
 - (a) Auxiliary Cab Dome Light
 - (b) Roof Mounted Lights
 - (c) Door Lights
 - (d) High Intensity Strobe Beacon – shall not interfere with radio frequency
 - (e) HID Lights

c. Mechanical.

- (1) **Special starting systems.**
 - (a) Dual battery system.
 - (b) Ether cold starting system. *Not used*
- (2) **Permanently installed battery charger.**
 - (a) Maintenance charging. (0-10 amp capacity)
 - (b) Automatic cutoff.
 - (c) Connection.
 - (i) Weather resistant and chassis mounted.
 - (ii) Adaptable to 110-volt electrical outlet
 - (iii) Heavy duty
 - (iv) 20 amp capacity
- (3) **Engine cooling.**
 - (a) Oversize radiator.
 - (b) Radiator shutters. (if compatible with engine design)-
- (4) **Automatic engine shutdown.** An automatic engine shutdown system is equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant temperature, or low coolant level.

- (5) **Special alternator**, Specify drive type, amperage, and voltage.
Manufacturer to provide standard in proposal
- (6) **All-wheel or articulated steering**, For all-wheel steering systems, the rear drive-steer axle must be controlled in the cab.
- (7) **Silicone hoses**.
- d. **Quick disconnect hitches**.
 - (1) **Automatic/remote hitch**. Controlled from cab per manufacturer specifications.
 - (2) **Semi-automatic hitch**. Not used.
- e. **Tow Chain** Not used
- f. **Radio Transceivers**: The vehicle shall delivered with communications equipment as noted in Paragraph 4.17.2 of SAE ARP5539 including equipment further defined herein. Wiring shall be free of interference from strobe beacon equipment. Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500, Washington, DC 20005. Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission.

A2-3 High-speed Rotary Plow. – Not used.

A2-4 Snow plow.

- a. **Moldboard coatings**. Polyurethane nonstick coatings when applied to the front face of a moldboard will reduce skin friction and prevent snow from sticking to the moldboard.
- b. **Snow deflector shield**. A snow deflector shield may be attached to the upper edge of a snow plow moldboard. Attaching devices are hinges, bolts, and acceptable spring-loaded mechanisms

A2-5. Material spreaders. Not used.

- a. **Dry material spreaders.** Not used.
- b. **Liquid material spreaders.** Not used.

Appendix 1b. Snow Plow Specification

Part A - Airport Operator Checklist

A4-1. Anticipated uses and/or features of snow plow. (Be specific) The plow is to be
mounted on the front of the previously specified carrier vehicle.

A4-2. Size of Priority 1 paved area 5,411,992 (502,790.5) square feet (m2)

A4-3. Type of plow preferred Polyurethane

A4-4. Plow length 21 (6.4) ft (m), height 4 (1.2) ft (m), width _____ ft (m)

A4-5. Anticipated speed of operation 30 (48) mph (km/h) minimum – Manufacturer to provide recommendations.

A4-6. Unusual conditions/problems/obstructions that may be encountered None

A4-7. Typical snow conditions Typical winter conditions for New Hampshire

A4-8. Moldboard _____ non-steel

A4-9. Other/optional equipment _____

Plow to be supported by caster wheels

Part B – Snow Plow Specification

A4-10. Snow plows and carrier vehicles must be in accordance with SAE / ARP 5943, Snowplows and Hitches. See paragraph 2 below for snow baskets and snow buckets. Additional federal AIP/PFC specification requirements for SAE / ARP 5943 follow:

- a. For carrier vehicle controllability and safety, all-wheel drive must be standard. **Not used.**
- b. Under paragraph 4.1.1.(c), the plow manufacturer must provide the airport sponsor certification for the polyethylene moldboard material.
- c. Under paragraph 4.2.1, the overall width of the plow assembly in the folded position (wings retracted) with required casters must be allowed to enter the federally funded snow removal building (AC 150/5220-18, Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials) that houses the snow plow and other such equipment.
- d. Single or double acting lift cylinder- must be manufacturer's standard design
- e. Spray Guard
- f. Shock/impact absorbers
- g. Cast assembly must be manufacturer's standard design
- h. Quick disconnect for plow control must be installed in the cab.

A4-11. Snow bucket. Not used.

A4-12. Snow basket. Not used.

Appendix 1c. Runway Broom with Airblast Specification

Part A - Airport Operator Checklist

A6-1. Anticipated uses and/or features of brooms with airblast. (Be specific) Refer to
Part B - Runway Brooms with Airblast Specification

A6-2. Size of Priority 1 paved area to be swept 5,411,992 (502,790.5) ft² (m²).

A6-3. Time required to sweep primary surface areas 30 minutes

A6-4. Sweeper speed needed to meet clearance time 40(56) mph (km/h)

A6-5. Type of sweeper desired is Mid Mount

A6-6. Airblast system Refer to Part B - Runway Brooms with Airblast Specification

A6-7. Size of broom shall be 22 feet in length with a minimum sweep path of 18 feet in operating position and shall have a diameter of 36”

A6-8. Type of brush shall be wafer type wire.

A6-9. Optional equipment shall include:

- a. Stowable broom head.
- b. Wafer bristles must be standard

A6-10. Other

Part B – Runway Brooms with Airblast Specification

A6-11. Runway Broom with airblast must be in accordance with SAE / ARP 5564, Airport Runway Brooms and meet the following minimum performance requirements:

- a. Snow Moving Capacity. The MTE shall be part of a snow removal fleet that is required to be capable of clearing 1 inch of snow having a density of 25 pounds per cubic foot from 5,411,992_ square feet of critical pavement in 30 minutes.
- b. Traction Unit (Chassis) Engine Performance. Per SAE / ARP 5548 paragraph 5.3.3 the engine shall develop sufficient torque and horsepower to meet normal operational requirements. Horsepower for carrier traction drive engine shall range from 400 to 475 HP.
- c. Broom/Air blast Engine Performance. Broom/air blast drive auxiliary engine shall have an operating range from 300 to 375 horsepower. Refer to SAE / ARP 5548 paragraph 8.3.8. The broom head with 36-inch brush diameter shall be capable of producing a minimum of 4,000 Foot-Pounds of torque at maximum hydraulic pressure (approximately 5,000 psi) and minimum brush rotation speed of 500 RPM.
- d. Air blast Performance. Per SAE / ARP 5548 paragraph 8.7.3 the airport user shall specify the minimum air blast performance rating required. The air blast system shall produce a minimum of 20,000 CFM at 400 MPH. The velocity and CFM at each nozzle shall be certified by an independent test facility and submitted with the bid.
- e. Plow. Front-mounted power reversing plow shall be 30 feet wide, with flared end polyethylene moldboard and height no greater than 60 inches. Moldboard shall meet the requirements of SAE / ARP5548 paragraph 7.2.c.
- f. Performance Certification. The manufacturer shall submit with the bid certified test results, conducted, and certified by a PE or an officer of the company, certifying that the MTE meets the requirements of SAE / ARP 5548 paragraph 4.2.9 for consistent clearing of pavement while operating at a forward speed of at least 30 MPH.
- g. Weight Distribution. To comply with SAE / ARP5548 paragraph 5.25 the manufacturer shall submit with the bid the calculated weight distribution on the axles. The actual weight distribution on the produced vehicle shall not deviate from the calculated weight distribution by more than 5% on any axle, or for the gross weight as determined by weighing the unit at a public certified scale. The actual weight shall be provided to the Owner prior to equipment delivery.
- h. Engine Performance. Per SAE / ARP 5548 paragraph 13.1 the unit is to be delivered with performance report for each engine. The performance report shall be used for verification of engine operating parameters and specification compliance.
- i. Alignment. Per SAE / ARP5548 paragraph 13.2 the vehicle shall be delivered with a wheel and

frame alignment report verifying proper alignment and set up of the frame rails and main load bearing axles. The report shall show camber, caster and toe-in before and after adjustment against acceptable product limits.

A6-12. Optional equipment. Sweepers are designed to operate under normal winter conditions. To improve equipment effectiveness, however, certain options are available to the purchaser that can enhance performance. Typical options are the following:

- c. Airblast system.
- d. Quick disconnects. Quick disconnects may be provided for all controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation. Plow quick disconnect to be in the cab.
- e. Dual front fork wheels. Dual wheels are available as additional steering safety on towed sweepers. Not used.
- f. Fenders. Noncorrosive fenders and mud flaps help control snow, slush, and water by helping to keep them off of the sweeper.
- g. Hydrostatic and hydraulic test equipment. This equipment allows trouble shooting of hydrostatic and hydraulic systems.
- h. Hydraulic jack.
- i. Maintenance Free Batteries. **Not used.**
- j. Air brakes for towed sweepers. **Not used.**
- k. Automatic low oil pressure/high water temperature shut down devices.
- l. Fire extinguisher – 5lb minimum
- m. Engine temperature and hydrostatic pressure loss warning devices.

Part B – Item 2

Carrier Vehicle w/ Spreader

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Appendix 2. Specification for Carrier Vehicle

Part A - Airport Operator Checklist

A2-1. Anticipated uses and/or features of vehicle. (Be specific) This vehicle will be an off-highway vehicle dedicated to airport use. The vehicle shall be manufactured and delivered per SAE / ARP 5539 following the details outlined in this appendix. This vehicle shall be a new and unused production model (no prototypes) and shall be equipped with the later specified dry material spreader. The bidder is responsible for providing a carrier vehicle of adequate size, type, and configuration to provide support, transport capability, and operational functionality of the material spreader.

A2-2. Performance requirements.

- a. Required working speed. The Carrier Vehicle shall have an operating speed of at least 25 mph.
- c. Turning radius. The vehicle turning radius with implements deployed will be 75-foot maximum wall-to-wall turning radius for a 180-degree turn. The Sponsor reserves the right to request supplemental testing attended by the manufacturer.

A2-3. Engine/transmission.

- a. The transmission will be fully automatic six speed.
- b. The Engine shall be Liquid cooled Diesel. Alternative fuel engines will not be accepted.

A2-4. Transfer case. Provide manufacturer's standard design (See Table 7-1 line item 5.4.4i.) (AÇ 150/5220-20A)

A2-5. Axle capacities. The axle capacities will be a minimum of 22,000 lbs front and 50,000 lbs rear.

A2-6. Fuel capacity, will be a minimum total of 70 gallons or a total volume equal to a minimum of 8 hours of continuous operation whichever is greater.

A2-7. Auxiliary information / equipment. (see Appendix 2)

The overall width of the vehicle shall not exceed 16 ft.

The overall length of the equipment shall not exceed 35 ft.

Spare Rim/Tire- one for each of the rim/tire sizes used on vehicle

The Starting Device electrical system shall be manufacturer standard 12 volt electrical and starting

Radio Transceivers: "The vehicle shall be pre-wired for two way radio components (power only)" to accept communications equipment as noted in Paragraph 4.17.2 of SAE ARP5539 including

equipment further defined herein. Said wiring shall free of interference from stobe beacon equipment. Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500, Washington, DC 20005. Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission.

Part B - Specification for Carrier Vehicle

A2-8. Materials and components. See referenced SAE / ARP equipment specification.

A2-9. Delivery.

a. Preparation for delivery.

(1) **Shipment.** The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.

(2) **Marking.** Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.

b. Instruction and training. The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE / ARP equipment specification.

c. Technical Publications. The manufacturer shall furnish electronic copies of all associated manuals that shall include but is not limited to: Operators manual, Parts Manual and Maintenance and Service manual. In addition, for each electronic manual provided, the manufacturer shall furnish two complete printed sets. Manufacturer/Vendor to notify Sponsor of any software / parts updates/upgrades.

Appendix 2a. Optional/Alternate Equipment Specification

A2a-1. General.

Most snow and ice control equipment is designed to operate under normal winter conditions, At various times, working tolerances and/or severe weather or operating conditions require specialized support equipment to assist the primary unit prior to or during operation. Several of these options are discussed below:

A2a-2. Carrier vehicle.

Equipment to be considered when operating a carrier vehicle at or below -40°F (-40°C) or when the vehicle must be stored outside or in an unheated building is as follows:

a. Engine/transmission.

- (1) **Engine-jacket water heater.** Recirculating type with thermostatic control and weatherproof receptacle plug (minimum - 1500 watts).
- (2) **Engine oil pan heater.** 300 watts
- (3) **Battery warmer pad.** Approx 50 to 100 watts/battery
- (4) **Transmission oil pan heater.** Transmission manufacturer to recommend wattage.

b. Vehicle cab.

- (1) **Additional door handles.** Handles must be installed on lower part of vehicle cab door.
- (2) **Cab Air Conditioning system**
- (3) **Mirrors.**
 - (a) Remote control for exterior mirrors.
 - (b) Electrically heated exterior mirrors.
- (4) **Windows.**
 - (a) Grooved Windshield ***Not used***
 - (b) Heated windshield.
 - (c) Extra Window in Lower Part of Cab Doors
 - (d) Sliding Rear Windows ***Not used***

- (e) Tinted Windshield and Windows
- (f) Reverse Slope Windshield. Manufacturer standard will be accepted.
- (g) Liquid deluge system for side windows, windshield, and rear-view mirror with 20 gallon minimum capacity and easy accessible fill **Not used**
- (h) Side Window Wipers **Not used**

(5) **Seats.**

- (a) Heated Driver Seat
- (b) Air Suspension Seat

(6) **Cab insulation upgrade** (to reduce exterior noise below 85 dBa).

(7) **Air horn.**

(8) **Additional Lighting:**

- (a) Auxiliary Cab Dome Light
- (b) Roof Mounted Lights
- (c) Door Lights
- (d) High Intensity Strobe Beacon – shall not interfere with radio frequency
- (e) HID Lights

c. Mechanical.

(1) **Special starting systems.**

- (a) Dual battery system.
- (b) Ether cold starting system. **Not used**

(2) **Permanently installed battery charger.**

- (a) Maintenance charging. (0-10 amp capacity)
- (b) Automatic cutoff.
- (c) Connection.

- (i) Weather resistant and chassis mounted.
 - (ii) Adaptable to 110 volt electrical outlet
 - (iii) Heavy duty
 - (iv) 20 amp capacity
- (3) **Engine cooling.**
 - (a) Oversize radiator.
 - (b) Radiator shutters. (if compatible with engine design)-
- (4) **Automatic engine shutdown.** An automatic engine shutdown system is equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant temperature, or low coolant level.
- (5) **Special alternator,** Specify drive type, amperage, and voltage.
Manufacturer to provide standard in proposal
- (6) **All-wheel or articulated steering, Not used**
- (7) **Silicone hoses.-**
- (8) **Tire Chains Not used**
- (9) **Voltage Converter Not used**
- d. **Quick disconnect hitches, Not used**
 - (1) **Automatic/remote hitch. Not used**
 - (2) **Semi-automatic hitch. Not used**
- e. **Tow Chain Not Used**
- f. **Radio Transceivers:** The vehicle shall delivered with communications equipment as noted in Paragraph 4.17.2 of SAE ARP5539 including equipment further defined herein. Wiring shall be free of interference from strobe beacon equipment. Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500,

Washington, DC 20005. Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission.

- g. Cameras –**
 - (1) Rear vision camera to allow observation of spreader pattern or to aide while in reverse
 - (2) Spreader path camera to allow the operator to see the actual dispersion of the materials onto the surface. Camera must be low light capable with the monitor installed so the driver can observe material spreading effectiveness.
- h. Temperature Sensors -** Infrared pavement temperature sensor along with ambient temperature sensor and dew point indicator.
- i. Tarp System -** Weatherproof tarp system to cover the hopper body and prevent precipitation from entry into the material and prevent blowing of the materials out of the hopper. This must be power driven.
- j. Spreader warning lights.** White lights to illuminate the path and amber lights to illuminate the material disbursement areas. The sponsor may also specify other warning lights such as arrows or additional lighting. All lights shall not cause radio interference.
- k. Guards -** Crash guards or rear bumper to minimize or prevent damage to the spreader mechanism while in backing mode or from contact with other vehicles operating behind this equipment.
- l. Ladder –**bolt on mounted on the rear of the spreader which shall conform to SAE J185's preferred dimensions.
- m. Lubrication -** Centralized Automatic Lubrication System to utilize lubricants of grades NLGI 00 or NLGI 000 to automatically and periodically lubricate the system.

A2a-3. High-speed rotary plow. Not used

A2a-4. Snow plow. Not used

A2a-5. Material spreaders.

a. Dry material spreaders.

(1) **Vehicle speed sensor system.** This system must automatically regulate and match the material spread rate with vehicle speed. Operation of the system must be from the vehicle transmission or by auxiliary tire traction. The system must include an automatic material cut-off.

(2) **Belt over chain.** Attached to the standard conveyor chain, the belt provides a more positive delivery of product to spinner, resulting in a more uniform spreading

pattern.

(3) **Load choker.** An inverted uV55 type adjustable load choker will reduce the load pressure on the conveyor system of larger spreaders.

(4) **Cab shield.** A shield projects from top of leading edge of the spreader over the truck cab. Its function is to protect against spillage of material on cab and drive train of carrier vehicle during loading.

(5) **Chain oiler.** An oiler operates by gravity flow and keeps the conveyor chain oiled during operation.

(6) **Hopper cover.** A cover runs the full length of the hopper and protects the load from the elements.

(7) **Catwalks.**

b. Liquid material spreaders. Not used

(1) **Calibration system. Not used**

(2) **Flusher unit. Not used**

(3) **Quick disconnect hitch. Not used**

Appendix 2b. Material Spreader Specification

Part A - Airport Operator Checklist

A2b-1. Solid material spreader.

a. Anticipated uses and/or features of spreader. The solid material spreader shall be a chassis mounted “V” box hopper with a conveyor, a pre-wetting system, and a center mounted spreader that is installed on the previously specified carrier vehicle. Components shall be constructed of stainless steel..

b. Size of Priority I paved area 5,411,992 (502790.5) square feet (m²)

c. Size of hopper 11 (8.41) cubic yd (m³)

d. Material to be spread FAA approved sand or NAC

e. Application rate Variable ounces/yd² (gr/m²)

f. Time needed to complete major operation No more than 30 minutes

g. Proximity to loading farm 10 minutes

h. Capacity of loading farm 1,200 tons

i. Other Key attributes required:

- The equipment shall meet all standards as described in SAE / ARP 6059
- A 14' – 16' V-Box Spreader with a minimum 11 cu./yd. water struck capacity.
- Hydraulic powered with independent motors for both spinners and the conveyor
- Must be a 6:1 gear ratio, faster speeds are not acceptable.
- Twin 20" poly or stainless steel spinners broadcast up to 60' wide with a height adjustable chute
- Distribution Control system shall be Type 1-Ground speed controlled system which uses data from the tires/axle/ transmission or other data source to adjust dispersal rate based on speed of vehicle
- A stainless steel, adjustable inverted Vee to reduce stress on the drive line and to improve material flow
- Constructed of high quality #304 stainless steel construction for optimum corrosion resistance with lifting hooks constructed in each corner.
- Heavy duty 3/8" hinged top screens with 2-1/2" square openings
- Pre-Wet liquid tanks must be installed and operated with the maximum amount of liquid designed for the spreader.
- Overall length not to exceed 200"
- Overall width not to exceed 83"
- Overall height not to exceed 70"
- All required warning lights must be installed
- The unit must be capable of being frame rail mounted.

A2b-2. Liquid spreader. (Pre-Wetting)

a. Anticipated uses and/or features of spreader. (Be specific) Must be able to Pre-wet sand prior to application. Tanks may be saddle tanks.

b. Size of Priority I paved area 5,411,992 (502790.5) square feet (m²)

c. Size of tank 700 gal (liters)

d. Critical application rate Per manufacturer ounces/1000 ft² (liters/1000 m²)

e. Time needed to complete major operation 30 minutes

f. Proximity to loading farm 10 minutes

g. Capacity of loading farm 80,000 gallons(liters)

h. Other Liquid system shall have sufficient capacity to Pre-wet up to 33 cu yds of dry material.

Part B - Material Spreader Specifications

A2b-3. Solid material spreader components

Sand and solid deicing/anti-icing material spreaders must be in accordance with SAE / ARP 6059, Solid Deicing/Anti-icing Material Spreader for Airport Application.

A2b-4. Liquid material spreader components Not used

Part C – Item 3

Liquid Deice Truck

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Appendix 3. Specification for Carrier Vehicle

Part A - Airport Operator Checklist

A3-1. Anticipated uses and/or features of vehicle. (Be specific) This vehicle will be an off-highway vehicle dedicated to airport use. The vehicle shall be manufactured and delivered per SAE / ARP 5539 following the details outlined in this appendix. This vehicle shall be a new and unused production model (no prototypes). This vehicle is primarily intended for use in the application of a liquid chemical to anti-ice and/or de-ice the pavement surfaces at an airport. The liquid spraying system shall consist of a mounted 4,000 U.S. gallon, stainless steel tank. The spray booms shall provide a minimum of 75-foot spray pattern. The spraying application system shall be ground speed oriented by the way of a microprocessor-based control system. Controls for the system must be accessible to the operator. The system must be adjustable by the operator.

A3-2. Performance requirements.

- a. Required working speed. The Carrier Vehicle shall have an operating speed of at least 25 mph.
- b. Minimum speed. The Carrier Vehicle shall have a minimum operating speed of 5mph allowing low speed spreading operation during stop/start and end-run turning.
- c. Turning radius . The vehicle turning radius with implements deployed will be a maximum of 45 ft to facilitate turns within current taxiway widths. The Sponsor reserves the right to request supplemental testing attended by the manufacturer.
- d. To comply with (AC 150/5220-20A) 5-3 a, for conventional carrier vehicle controllability and safety, all-wheel drive must be provided.

A3-3. Engine/transmission.

- a. The transmission will be fully automatic six speed.
- b. The Engine shall be Liquid Cooled Diesel. Alternative fuel engines will not be accepted.

A3-4. Transfer case. Provide manufacturer's standard design (See Table 7-1 line item 5.4.4i.) (AC 150/5220-20A)

A3-5. Axle capacities.

The axle capacities will be a minimum of 22,000 lbs front and 50,000 lbs rear.

A3-6. Fuel capacity, will be a minimum total of 70 gallons or a total volume equal to a minimum of 8 hours of continuous operation whichever is greater.

A3-7. Auxiliary equipment. (see Appendix 2) Spare Rim/Tire- required

The Starting Device electrical system shall be manufacturer standard 12 volt electrical and starting

Radio Transceivers: Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500, Washington, DC 20005. Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission.

Part B - Specification for Carrier Vehicle

A3-8. Materials and components. See referenced SAE / ARP equipment specification.

A3-9. Delivery.

a. Preparation for delivery.

(1) **Shipment.** The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.

(2) **Marking.** Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.

b. Instruction and training. The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE / ARP equipment specification.

c. Technical Publications. The manufacturer shall furnish electronic copies of all associated manuals that shall include but is not limited to: Operators manual, Parts Manual and Maintenance and Service manual. In addition, for each electronic manual provided, the manufacturer shall furnish two complete printed sets. Manufacturer/Vendor to notify Sponsor of any software / parts updates/upgrades.

Appendix 3a. Optional/Alternate Equipment Specification

A3a-1. General.

Most snow and ice control equipment is designed to operate under normal winter conditions. At various times, working tolerances and/or severe weather or operating conditions require specialized support equipment to assist the primary unit prior to or during operation. Several of these options are discussed below:

A3a-2. Carrier vehicle.

Equipment to be considered when operating a carrier vehicle at or below -40°F (-40°C) or when the vehicle must be stored outside or in an unheated building is as follows:

a. Engine/transmission.

- (1) **Engine-jacket water heater.** Recirculating type with thermostatic control and weatherproof receptacle plug (minimum - 1500 watts).
- (2) **Engine oil pan heater.** 300 watts
- (3) **Battery warmer pad.** Approx 50 to 100 watts/battery
- (4) **Transmission oil pan heater.** Transmission manufacturer to recommend wattage.

b. Vehicle cab.

- (1) **Additional door handles.** Handles must be installed on lower part of vehicle cab door.
- (2) **Cab Air Conditioning system**
- (3) **Mirrors.**
 - (a) Remote control for exterior mirrors.
 - (b) Electrically heated exterior mirrors.
- (4) **Windows.**
 - (a) Grooved Windshield ***Not used***
 - (b) Heated windshield.
 - (c) Extra window in lower part of cab doors.
 - (d) Sliding Rear Windows ***Not used***

- (e) Tinted Windshield and Windows
- (f) Reverse slope windshield. Manufacturer standard will be accepted.
- (g) Liquid deluge system for side windows, windshield, and rear-view mirror with 20-gallon minimum capacity and easy accessible fill **Not used**
- (h) Side Window Wipers **Not used**
- (5) **Seats.**
 - (a) Heated Driver Seat.
 - (b) Air Suspension Seat
- (6) **Cab insulation upgrade** (to reduce exterior noise below 85 dBa).
- (7) **Air horn.**
- (8) **Additional Lighting:**
 - (a) Auxiliary Cab Dome Light
 - (b) Roof Mounted Lights
 - (c) Door Lights
 - (d) High Intensity Strobe Beacon
 - (e) HID Lights
- c. **Mechanical.**
 - (1) **Special starting systems.**
 - (a) Dual battery system.
 - (b) Ether cold starting system. **Not used**
 - (2) **Permanently installed battery charger.**
 - (a) Maintenance charging. (0-10 amp capacity)
 - (b) Automatic cutoff.
 - (c) Connection.
 - (i) Weather resistant and chassis mounted.

- (ii) Adaptable to 110 volt electrical outlet
 - (iii) Heavy duty
 - (iv) 20 amp capacity
- (3) **Engine cooling.**
 - (a) Oversize radiator.
 - (b) Radiator shutters. (if compatible with engine design)
- (4) **Automatic engine shutdown.** An automatic engine shutdown system is equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant temperature, or low coolant level.
- (5) **Special alternator.** Specify drive type, amperage, and voltage.
Manufacturer to provide standard in proposal
- (6) **All-wheel or articulated steering.** Not used.
- (7) **Silicone hoses.**
- (8) **Tire Chains** Not used
- (9) **Voltage Converter** Not used
- d. **Quick disconnect hitches.** Not used.
 - (1) **Automatic/remote hitch.** Not used.
 - (2) **Semi-automatic hitch.** Not used.
- e. **Tow Chain** Not Used
- f. **Radio Transceivers:** The vehicle shall delivered with communications equipment as noted in Paragraph 4.17.2 of SAE ARP5539 including equipment further defined herein. Wiring shall be free of interference from strobe beacon equipment. Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500, Washington, DC 20005. Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission.

- g. Cameras –**
 - (1) Rear vision camera to allow observation of spreader pattern or to aide while in reverse
 - (2) Spreader path camera to allow the operator to see the actual dispersion of the materials onto the surface. Camera must be low light capable with the monitor installed so the driver can observe material spreading effectiveness.
- h. Temperature Sensors -** Infrared pavement temperature sensor along with ambient temperature sensor and dew point indicator.
- i. Spreader warning lights.** White lights to illuminate the path and amber lights to illuminate the material disbursement areas. The sponsor may also specify other warning lights such as arrows or additional lighting. All lights shall not cause radio interference.
- j. Guards -** Crash guards or rear bumper to minimize or prevent damage to the spreader mechanism while in backing mode or from contact with other vehicles operating behind this equipment.
- k. Ladder –**bolt on mounted on the side of the vehicle which shall conform to SAE J185's preferred dimensions.
- l. Hose Reel –** 100' hose reel for hand spraying
- m. Lubrication -** Centralized Automatic Lubrication System to utilize lubricants of grades NLGI 00 or NLGI 000 to automatically and periodically lubricate the system.

A3a-3. High-speed rotary plow. Not used.

A3a-4. Snow plow. Not used

A3a-5. Material spreaders.

a. Dry material spreaders. Not used

b. Liquid material spreaders.

(1) **Calibration system.** The calibration system must consist of a control console, a sensor control valve, a ground speed sensor, and an application rate sensor. It must maintain a uniform application rate at all normal carrier vehicle application speeds over the entire width of the boom or any combination of sections thereof.

(2) **Flusher unit.** A flusher unit must have four broad fan nozzles capable of delivering 150 gpm (567 liters/min) at 50 psi (345 kPa).

(3) **Quick disconnect hitch. Not used.**

Appendix 3b. Material Spreader Specification

Part A – Airport Operator Checklist

A3b-1. Solid material spreader. Not used.

A3b-2. Liquid spreader

- a. Anticipated uses and/or features of spreader. (Be specific)

This vehicle is primarily intended for use in the application of a liquid chemical to anti-ice and/or de-ice the pavement surfaces at an airport. The liquid spraying system shall consist of a mounted 4,000 U.S. gallon, stainless steel tank. The spray booms shall provide a minimum of 75-foot spray pattern. The spraying application system shall be ground speed oriented by the way of a microprocessor based control system. Controls for the system must be accessible to the operator. The system must be adjustable by the operator.

- b. Size of Priority 1 paved area 5,411,992 (502790.5) square feet (m)

- c. Size of tank 4000 (15141.6) gal (liters)

- d. Critical application rate 0.5 /1.0/1.5 gals /1000 ft² (liters/1000 m²)

- e. Time needed to complete major operation 30 minutes

- f. Proximity to loading farm 10 minutes

- g. Capacity of loading farm 80,000 gallons(liters)

- h. Other 1. Loading coupling shall have a 3” Male NPT Pipe thread. _____

2. The pumping station shall be capable of loading and unloading liquid deicing material with its own onboard centrifugal pump. _____

Part B – Material Spreader Specifications

A3b-3. Solid material spreader components Not used

A3b-4. Liquid material spreader components

SAE G15 is finishing draft SAE / ARP 5559, Liquid Deicing/Anti-icing Material Spreader for Airport Application. This AC will reference that aerospace recommended practice upon its issuance by SAE. Until then, the carrier vehicle for liquid spreaders complies with SAE / ARP 6059 and the liquid spreader must comply with paragraph 2 below.

- a. **Standard equipment.** A liquid material spreader must have the following standard equipment:
 - (1) **Hydraulic system.** The spreader hydraulic system must meet the basic requirements of the carrier vehicle system under SAE / ARP 6059. The system must also be capable of supplying the power to operate the deicing pumps, to fold the booms, and to turn the spreader on and off.
 - (2) **Tank.** The tank must be constructed of grade 304 stainless steel or better. The shell, head, and baffles of steel tanks with a capacity of 2000 gallons (7870 l) or less must be made of at least 12-gauge material. For tanks with a capacity greater than 2000 gallons (7570 l), these components must be made of 10-gauge material. Sills for all tanks must be no less than 8-gauge and they must also be made of grade 304 stainless steel. Baffle spacing for any tank should not be more than 44 inches (112 cm). Tanks must be equipped with a manhole opening to allow inspection of the tank interior.
 - (3) **Pumping system.** The pumping system must have sufficient capacity for full boom width spraying at a maximum discharge rate of 3 gallons/1000 square feet (120 liters/1000 square meters) while operating at a speed of 30 mph (48 km/hr).
 - (4) **Spray boom and nozzles.** The spray boom must be constructed in sections with each section capable of independent use. The boom design must permit it to break away when an object is struck. Spray nozzles must be equipped with check valves and be located to provide uninterrupted surface coverage. Filters must be installed on lines leading to the spray booms.
- b. **Services.** All spreader drive components must have a minimal number of lubrication points with easy access for maintenance. The spreader must receive lubrication prior to delivery with lubricants designated for use in the winter conditions normally experienced at the delivery location. The spreader must be conspicuously tagged to identify the lubricants and their temperature ranges.
- c. **Liquid Pumping System**
 - i. A centrifugal pump capable of 600 GPM shall power the product liquid system.
 - ii. Pump station plumbing body material shall be constructed of (3”) three-inch and (4”) four inch 304 stainless steel and gasket material shall be constructed of EPDM. All loading and off-loading fittings shall be compatible with P-T Coupling Company, Inc. Maxi-Dry Dry-Disconnect Couplings MD coupler model # MD30D using MD Adapter model # MD30A.
 - iii. All piping and hose shall be protected against vibration, truck exhaust heat, friction and wear.
 - iv. The Pumping Station shall be mounted low and street side, just behind the operator’s door.
 - v. All product valving shall consist of quick turn butterfly valves.

- vi. All connections and valves shall be color coded for recognition and operations.
 - vii. Valving along with the design of the manifold shall allow for the following:
 - viii. Spraying
 - 1. Spraying with Sparging
 - 2. Load without Utilizing Centrifugal Pump
 - 3. Load with Utilizing Centrifugal Pump
 - 4. Unload without Utilizing Centrifugal Pump
 - 5. Unload with Utilizing Centrifugal Pump
 - 6. Transfer of Liquids Between Remote Locations (Pumping Station)
 - ix. The Centrifugal Pump shall be equipped with a drain valve for complete drainage of the pump housing.
 - x. A pressure manifold shall be included in the plumbing system. This manifold shall be of 304 stainless steel, welded construction and mounted integral to the street side pumping station. Cross sectional flow passages shall be equal to 3" inch piping.
 - xi. Spray Boom section shutoffs shall be of a butterfly design, with cab operated hydraulic actuators. The hydraulic control valving shall be of solenoid design, mounted in a custom hydraulic manifold and located in the hydraulic enclosure.
 - xii. The weatherproof enclosure shall house the hydraulic components of the deicer. Switches mounted in the cab control all valves. Drainage valves shall be installed in all low points for full drainage of the liquid plumbing design.
 - xiii. All fittings used in the assembly of this runway deicer are schedule 40 - 304 Stainless Steel.
 - xiv. All Cam Lock fittings used on the pumping station shall incorporate only 304 Stainless Steel caps and fittings; the use of dissimilar materials will not be acceptable.
 - xv. The runway deicer shall incorporate flush face gasket type fittings on all boom plumbing to prevent leaks and maintain accessibility. All components not available with flush face connections shall be sealed with a Loctite 567, thread sealer that is compatible with liquid de-icing chemicals.
- d. **Spray Boom & Spray System**
- i. Boom to be constructed of stainless steel tubing and have minimum coverage area of 75' feet.
 - ii. Wings have hinges mounted on 20-degree angle to allow booms to swing in and upward motion.
 - iii. Boom wings to be constructed of high-yield tubing.
 - iv. Pins in greaseable boom joints to be 1018 steel.
 - v. Booms have bracing for strength and nozzle mounting. Booms have a "bump" tube to protect nozzles.
 - vi. Boom wings are designed with a breakaway system that breaks back and up with cushioned return utilizing spring and shock combination if they should hit an object.
 - vii. Booms must return to normal position by their own weight when object is clear.

- viii. Booms to be rear mounted; consisting of one (1) center section and two (2) swing out sections with folding overhead wings. Each boom shall have its own suspension system. Both wings to be folded vertically over outer boom sections to reduce the risk of an operator having to enter or exit the vehicle under a boom full of chemical.
 - ix. Boom folds shall be operated from the cab via switches. Hydraulics actuators shall be controlled by a custom made hydraulic manifold housing Hydra-force valve cartridges. All hydraulic cylinders shall have a 3000-PSI rating. Extending boom nozzles over the driver's side entrance is prohibited, eliminating the possibility of chemical dripping onto the operator during ingress/egress. Tip folds must be incorporated into this design. The spray boom shall be rear mounted with the following operations controlled from the operators control panel:
 - 1. Overall Boom Height Adjustment (Down to 20")
 - 2. Left Wing Fold Out/In
 - 3. Right Wing Fold Out/In
 - 4. Left Tip Fold Out/In
 - 5. Right Tip Fold Out/In
 - 6. Left Boom Raise/Lower
 - 7. Right Boom Raise/Lower
 - x. The "Select a Spray" system consists of three flood jet nozzles for different application rates, and one deicing streamer nozzle.
 - xi. The streamer nozzles are mounted on fifteen-inch centers and come equipped with rotary on/off position selector.
 - xii. The flood jet nozzles are located on thirty inch spacing and have a small, medium and large flood jet nozzles mounted at the preferred 45 degree angle.
 - xiii. All nozzles are equipped with check valves to eliminate dripping when the spray system is shut off.
 - xiv. All nozzles are color coded for easy identification and selection.
 - xv. Hose shall be of 1-1/2" inch diameter to allow for adequate flow capability to each nozzle.
 - xvi. Plumbing shall be performed in a manner allowing for even distribution of liquid product to all portions of the spray boom.
 - xvii. Nozzles shall be rigidly mounted to eliminate damage from vibration and friction wear.
- e. **Controls**
- i. A microprocessor based control system shall be included for control of spraying applications regardless of vehicle speed and/or boom widths being utilized.
 - ii. The control system must be capable of changing application rates on the go. The control system shall start and stop automatically when sensing travel speed, having to hold a switch on until a given speed is reached is unacceptable.
 - iii. The spray boom shall consist of five independent shut off sections, each linked into the control system for accurate totaling of the area sprayed.
 - iv. All wiring shall be enclosed in plastic molding and protected from the elements. Connectors must

be of weather sealed designed and utilize DI-electric grease at assembly.

- v. The control system shall have GPS capability built in.
- f. **Boom Lighting**
- i. The boom shall incorporate three marker lights on each side, with one of these located near the end of the tip, providing for overall width verification at night.
 - ii. Work lights shall be provided to illuminate each side of the spray boom, and pump station.
 - iii. Strobe lights are located on the end of each boom and the top of the product tank.
 - iv. All lights must be controlled from within the cab by means of electric switches.

ITEM W-01 3 YEAR MANUFACTURER’S EXTENDED WARRANTY

CONTRACT DOCUMENTS

01-0.1 This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this as for all other sections.

Attention shall be directed to the General Provisions of these specifications for a summary of the work and special work requirements.

DESCRIPTION

01-1.1 The work under this specification shall consist of furnishing a manufacturer warranty that extends for a period of 3 years after the expiration of the basic manufacturer’s warranty timeframe.

01-2.1 METHOD OF MEASUREMENT/ BASIS OF PAYMENT

Basis of measurement and payment – 3 Year Manufacturer’s Extended Warranty. Based upon the per each price for 3 Year Manufacturer’s Extended Warranty.

Payment will be made under:

Item W-01-1	3 Year Manufacturer’s Extended Warranty - MTE	per Each
Item W-01-2	3 Year Manufacturer’s Extended Warranty – Carrier Vehicle with Spreader	per Each
Item W-01-3	3 Year Manufacturer’s Extended Warranty – Liquid Deice Truck	per Each