

## **ADDENDUM NO. 2**

to the Contract Documents  
for the Construction of the

### **TERMINAL EXIT LANE IMPROVEMENTS**

at

SYRACUSE HANCOCK INTERNATIONAL AIRPORT  
SYRACUSE REGIONAL AIRPORT AUTHORITY  
SYRACUSE, NEW YORK

#### **IFB REFERENCE #2020-03**

#### **TO ALL HOLDERS OF CONTRACT DOCUMENTS:**

Your attention is directed to the following interpretations of changes in and additions to the Contract Documents for the construction of the **TERMINAL EXIT LANE IMPROVEMENTS** project at the Syracuse Hancock International Airport, Syracuse, New York. This Addendum is part of the Contract Documents in accordance with the provisions of Section 20-15, Addenda and Interpretation.

#### **GENERAL:**

- 1) **The proposal due date has been extended to 1:30 pm on Thursday, May 28, 2020.**
- 2) **Contract provisions will be modified to conform with Federal (FAA-AIP) criteria. Specifically:**
  - a) **M/WBE Goal provisions are no longer required, however a 2.36% DBE goal shall apply.**
  - b) **Several Federal/AIP certifications have been included, including Buy American Clauses. It is anticipated that waivers will be granted for not meeting Buy American Criteria.**

#### **ON THE CONTRACT SPECIFICATIONS:**

1. **REMOVE TABLE OF CONTENTS** in its entirety, and **SUBSTITUTE THEREFORE** with attached TABLE OF CONTENTS(REV), identified as Addendum 2.

2. **REMOVE** GENERAL CONDITIONS and PROPOSAL in its entirety, and **SUBSTITUTE THEREFORE** with attached GENERAL CONDITIONS (REV) and PROPOSAL (REV), identified as Addendum 2. New Certifications and DBE Forms have been included in the Proposal. Revisions from previous General Conditions are **highlighted**.
3. **REMOVE** *Section 70 – Legal Regulations and Responsibility to Public* in its entirety, and **SUBSTITUTE THEREFORE** with attached Section 70, identified as Addendum 2. New Federal/AIP provisions have been include, as well as Federal/Davis-Bacon wage rates. NYSDOL Wage rates still apply.

**END OF ADDENDUM NO. 2**

**C&S ENGINEERS, INC.**



---

Thomas J. Horth, P.E.  
Principal Engineer

## TABLE OF CONTENTS (REV)

### ADVERTISEMENT

### SYRACUSE REGIONAL AIRPORT AUTHORITY AGREEMENT (SECTION 100)

### ADDENDUM(S)

### GENERAL CONDITIONS

### PROPOSAL

#### ATTACHMENTS TO PROPOSAL

Syracuse Regional Airport Authority Non-Collusive Proposal Certification

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Section 70-21

Certification for Receipt of Addenda

Statement of Surety's Intent

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Appendix C – Disadvantaged Business Enterprise (DBE) Program

- Form A-1 Bidder's List Collection Form (Bidder's Information)
- Form A-2 Bidder's List Collection Form (Subcontractor's Information)
- Form B-1 Contractor's DBE Plan
- Form B-2 DBE Letter of Intent Form
- Form B-3 DBE Good Faith Efforts Documentation, Requirements, and DBE Solicitation Log
- Form C Monthly DBE Participation Report *(Completion Not Required for Proposal)*
- Form D Subcontractor's Prompt Payment Certification *(Completion Not Required for Proposal)*
- Form E DBE Participation Summary *(Completion Not Required for Proposal)*

Bid/Proposal Sign-Off Sheet

### SPECIFICATIONS

#### PART 1 - GENERAL CONTRACT PROVISIONS

### SPECIFICATIONS

#### GENERAL PROVISIONS

**Section 10 - Definition of Terms**

**Section 20 - Proposal Requirements and Conditions**

- 20-01 - Advertisement (Notice to Bidders)
- 20-02 - Qualifications of bidders
- 20-03 - Contents of proposal form
- 20-04 - Issuance of proposal forms
- 20-05 - Interpretation of estimated proposal quantities

- 20-06 - Examination of plans, specifications and site
- 20-07 - Preparation of proposal
- 20-08 - Responsive and responsible bidder
- 20-09 - Irregular proposals
- 20-10 - Bid guarantee
- 20-11 - Delivery of proposal
- 20-12 - Withdrawal or revision of proposals
- 20-13 - Public opening of proposals
- 20-14 - Disqualification of bidders
- 20-15 - Addenda and interpretation
- 20-16 - Not Used
- 20-17 - Sales tax exemption
  
- Section 30 - Award and Execution of Contract**
  - 30-01 - Consideration of proposals
  - 30-02 - Award of contract
  - 30-03 - Cancellation of award
  - 30-04 - Return of proposal guarantee
  - 30-05 - Requirements of contract bonds
  - 30-06 - Execution of contract
  - 30-07 - Approval of contract
  - 30-08 - Failure to execute contract
  
- Section 40 - Scope of Work**
  - 40-01 - Intent of contract
  - 40-02 - Alteration of work and quantities
  - 40-03 - Omitted items
  - 40-04 - Extra work
  - 40-05 - Maintenance of traffic
  - 40-06 - Removal of existing structures
  - 40-07 - Not Used
  - 40-08 - Final cleaning up
  - 40-09 - Debris
  
- Section 50 - Control of Work**
  - 50-01 - Authority of the Engineer
  - 50-02 - Conformity with plans and specifications
  - 50-03 - Coordination of contract, plans and specifications
  - 50-04 - Cooperation of Contractor
  - 50-05 - Cooperation between contractors
  - 50-06 - Construction Layout and Stakes (Not Used)
  - 50-07 - Automatically Controlled Equipment (Not Used)
  - 50-08 - Authority and duties of inspectors
  - 50-09 - Inspection of the work
  - 50-10 - Removal of unacceptable and unauthorized work
  - 50-11 - Load restrictions
  - 50-12 - Maintenance during construction
  - 50-13 - Failure to maintain the work
  - 50-14 - Partial acceptance
  - 50-15 - Final acceptance
  - 50-16 - Claims for adjustment and disputes
  
- Section 60 - Control of Materials**

- 60-01 - Source of supply and quality requirements
- 60-02 - Samples, tests and cited specifications
- 60-03 - Certification of compliance
- 60-04 - Plant inspection
- 60-05 - Not Used
- 60-06 - Storage of materials
- 60-07 - Unacceptable materials
- 60-08 - Owner furnished materials
- 60-09 - Shop and setting drawings and catalogue data
- 60-10 - Electrical shop drawings
- 60-11 - Substitute items
- 60-12 - Submittal procedure
  
- Section 70 - Legal Relations and Responsibility to Public**
- 70-01 - Laws to be observed
- 70-02 - Permits, licenses and taxes
- 70-03 - Patented devices, materials and processes
- 70-04 - Restoration of surfaces disturbed by others
- 70-05 - Not Used
- 70-06 - Sanitary, health and safety provisions
- 70-07 - Public convenience and safety
- 70-08 - Barricades, Warning Signs and Hazard Markings
- 70-09 - Not Used
- 70-10 - Protection and restoration of property and landscape
- 70-11 - Responsibility for damage claims
- 70-12 - Third party beneficiary clause
- 70-13 - Opening sections of the work to traffic
- 70-14 - Contractor's responsibility for work
- 70-15 - Contractor's responsibility for utility service and facilities of others
- 70-16 - Furnishing rights-of-way
- 70-17 - Personal liability of public officials
- 70-18 - No waiver of legal rights
- 70-19 - Environmental protection
- 70-20 - Not Used
- 70-21 - Insurance Requirements
- 70-22 - Additional sanitary, health, and safety provisions**
- 70-23 - Federal Contract Provisions for procurement and contracting under AIP**
- A1. Access to Records and Reports
- A2. Affirmative Action Requirement
- A3. Breach of Contract Terms
- A4. Buy American Preference Statement
- A5. Civil Rights - General
- A6. Civil Rights – Title VI Assurance
- A7. Clean Air and Water Pollution Control
- A8. Contract Workhours and Safety Standards Act Requirements
- A9. Copeland “Anti-Kickback” Act
- A10. Davis-Bacon Requirements
- A11. Debarment and Suspension
- A12. Disadvantaged Business Enterprise
- A13. Distracted Driving
- A14. Energy Conservation Requirements
- A15. Drug Free Workplace Requirements
- A16. Equal Employment Opportunity (EEO)

- A17. Federal Fair labor Standards Act (Federal Minimum Wage)
- A18. Lobbying and Influencing Federal Employees
- A19. Prohibition of Segregated Facilities
- A20. Occupational Safety and Health Act of 1970
- A21. Procurement of Recovered Materials
- A22. Right to Inventions
- A23. Seismic Safety
- A24. Tax Delinquency and Felony Convictions
- A25. Termination of Contract
- A26. Trade Restriction Certification
- A27. Veteran's Preference

**70-24 New York State Department of Transportation (NYSDOT) standard clauses for New York state contracts**

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities for Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Compliance with New York State Information Security Breach and Notification Act
23. Compliance with Consultant Disclosure Law
24. Procurement Lobbying
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain Contractors, Affiliates and Subcontractors
26. Iran Divestment Act

**70-25 NYSDOT terms and conditions**

**70-26 Labor affidavits, New York State Laws of 1988**

**State Wage Rates**

**Prime Contractor's Certification (New York State Labor Law Section 220-a)**

**Subcontractor's Certification (New York State Labor Law Section 220-a)**

**Section 80 - Prosecution and Progress**

- 80-01 - Subletting of contract
- 80-02 - Notice to proceed
- 80-03 - Execution and progress

- 80-04 - Limitation of Operations
- 80-05 - Character of workers, methods and equipment
- 80-06 - Temporary suspension of the work
- 80-07 - Determination and extension of contract time
- 80-08 - Failure to complete on time
- 80-09 - Default and termination of contract
- 80-10 - Termination for national emergencies
- 80-11 - Work area, storage area and sequence of operations
  
- Section 90 - Measurement and Payment**
- 90-01 - Measurement of quantities
- 90-02 - Scope of payment
- 90-03 - Compensation for altered quantities
- 90-04 - Payment for omitted items
- 90-05 - Payment for extra work
- 90-06 - Partial payments
- 90-07 - Payment for materials on hand
- 90-08 - Payment of withheld funds
- 90-09 - Acceptance and final payment
- 90-10 - Construction warranty
- 90-11 - Project closeout
- 90-12 - Lien law
- 90-13 - Security for construction warranty

## **DIVISION 01 - GENERAL REQUIREMENTS**

- 011000 Summary
- 011500 Online Collaborative Project Management
- 012100 Allowances
- 012500 Substitution Procedures
- 012600 Contract Modification Procedures
- 012900 Payment Procedures
- 013100 Project Management and Coordination
- 013200 Project Schedule
- 013300 Submittal Procedures
- 014000 Quality Requirements
- 014200 References
- 015000 Temporary Facilities and Controls
- 016000 Product Requirements
- 017300 Execution
- 017419 Construction Waste Management and Disposal
- 017700 Closeout Procedures
- 017823 Operation and Maintenance Data
- 017839 Project Record Documentation
- 017900 Demonstration and Training

**TECHNICAL SPECIFICATIONS****Division 2 Existing Conditions**

024119	Selective Demolition
--------	----------------------

**Division 07 Thermal and Moisture Protection**

078413	Penetration Firestopping
--------	--------------------------

078443	Joint Firestopping
--------	--------------------

079200	Joint Sealants
--------	----------------

**Division 08 Openings**

081216	Interior Aluminum Doors and Frames
--------	------------------------------------

083200	Pedestrian Exit Lane Breach Control System
--------	--

088000	Glazing
--------	---------

**Division 21 Fire Protection**

211313	Wet-Pipe Sprinkler Systems
--------	----------------------------

**Division 26 Electrical**

260519	Low-Voltage Electrical Power Conductors and Cables
--------	--

260526	Grounding and Bonding for Electrical Systems
--------	--

260529	Hangers and Supports for Electrical Systems
--------	---

260533	Raceway and Boxes for Electrical Systems
--------	--

260544	Sleeves and Seals for Electrical Raceways and Cabling
--------	---

260553	Identification for Electrical Systems
--------	---------------------------------------

**Division 27 Communications**

271500	Horizontal Cabling
--------	--------------------

271700	Testing and Identification
--------	----------------------------

**CONTRACT DRAWINGS**

END OF TABLE OF CONTENTS



**GENERAL CONDITIONS (REVISED)****I. OBJECTIVE:**

The Syracuse Regional Airport Authority is soliciting competitive bids for the:

**Terminal Exit lane Improvements Project****IFB REF #2020-03**

Project at the Syracuse Hancock Airport. The intent of this proposal is to achieve the best possible competitive pricing to meet or exceed the minimum specifications. Items bid, trade value – if offered, and all requested entries should be as presented on the required proposal forms and the Syracuse Regional Airport Authority (Authority) will make final decision based on the lowest cost, form, fit and functionality for its intended use in the best interest of the Authority. The decision to award will depend upon bid response, pricing and available funding.

**II. KEY DATES IN THE IFB SCHEDULE:**

Date	Event
March 23, 2020	Issuance of Invitation for Bid
April 1, 2020 11:00am ET	Pre-Bid <b>Video/Teleconference</b> Meeting
<b>May 14, 2020 until 3:00pm ET</b>	<b>Deadline for Bidder Inquiries</b>
<b>May 19, 2020</b>	<b>Response to Bidder Inquiries</b>
<b>May 28, 2020 until 1:30pm ET</b>	<b>Proposal Submission Deadline</b>
<b>June 26, 2020</b>	<b>Expected Award of Contract(s) - <i>Anticipated</i></b>
<b>June 29, 2020</b>	<b>Execution/Enter into Contract(s) - <i>Anticipated</i></b>

**Please note:** The Authority reserves the right to change any of the dates stated in this IFB. If such a change occurs, the Authority or their representative will notify all planholders whose names have been recorded on the plan holders list.

**III. GENERAL:**

- a). The Authority is exempt from all Federal and State taxes.
- b). By submitting a bid, you are asking the Authority to accept your offer for the sale of goods or services. It is important that you READ and UNDERSTAND all terms and conditions herein as well as understand the laws that govern Municipal Purchasing which can be found at <http://public.leginfo.state.ny.us>.

**IV. QUESTIONS OR REQUESTS FOR INFORMATION OR CLARIFICATION:**

- a). Any questions, requests for information or clarification regarding this IFB should be submitted via email, citing the IFB page and section, **no later than 3:00pm ET on May 14, 2020**, to Tom Horth at [thorth@cscos.com](mailto:thorth@cscos.com).
- b). Questions will not be accepted orally, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be emailed to all planholders listed on the official planholders list.
- c). Bidders that receive this IFB or access it from a source other than the Authority or their representative should contact the individual listed in the Advertisement to confirm that their correct contact information, including email address, is on file. This will ensure that the bidder receives the list of questions/requests for information or clarification and the official responses. The Authority is not responsible for a bidder's failure to receive the list of questions/requests for information or clarification and the official responses due to the bidder's failure to provide the Authority its contact information, including email address, and no allowance will be made for a bidder that submitted a proposal that is not in compliance with the IFB requirements due to the bidder's aforementioned failure to receive the list of questions/requests for information or clarification and the official responses.

**V. SUBMISSION REQUIREMENTS:**

- a). One (1) bound original and one (1) bound copy of the completed proposal forms shall be submitted in response to this IFB. A Flash Drive or CD containing the submittal and all required forms in PDF format shall also be submitted. The original submittal shall be signed by an authorized representative of the bidder and notarized.
- b). Each copy shall be clearly labeled with the name of the bidder and the date.
- c). Bidders should make sure that their submittals are in compliance with all of the requirements of this IFB. Failure to do so may result in disqualification.
- d). Bidders should also be willing and able to provide additional information that the Authority may require.
- e). All information and materials submitted to the Authority in response to this IFB will become the property of the Authority. Bidders shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals. If any such information is included, it shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.
- f). Bidders shall indicate on the outside of their sealed bid the following information:
  - Title of Bid and Bid Reference Number
  - Date and Time of Bid Opening
  - Company Name

g). Submittals must be delivered **no later than 1:30 p.m. ET May 28, 2020** to:

Ms. Linda Ryan  
Aviation Contracting Officer  
Syracuse Regional Airport Authority  
Syracuse International Airport  
1000 Col. Eileen Collins Boulevard  
Syracuse, New York 13212

**Submittals received after the due date will not be considered.**

#### **VI. RESTRICTION OF COMMUNICATIONS:**

Respondents are prohibited from contact related to this IFB with any Authority member, officer, staff, employee or representative other than designated personnel from the date this IFB is issued until the contract(s) have been executed by the Authority. Violation of this provision would be grounds for immediate disqualification.

All inquiries concerning this procurement must be addressed to the following designated contacts for this Procurement: **Linda Ryan at [ryanl@syraairport.org](mailto:ryanl@syraairport.org). Please indicate IFB Reference # 2020-03 in Subject Line.**

Further information about this restriction may be found at:  
<https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

#### **VII. NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k:**

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the “Statute”), certain restrictions are placed on contact with State agencies, including public authorities, during the procurement process. The term “contact” is defined in the Statute as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the governmental procurement.” In addition to obtaining the required identifying information, the State agency must inquire and record whether the person or organization that made the contact was the offerer, or was retained, employed or designated on behalf of the offerer to appear before or contact the governmental entity. The term “offerer” is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offerer.”

The “restricted period” is defined in the Statute as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.”

Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the

offerer pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offerer is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. Further information about these requirements can be found at: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

Any bidder responding to this IFB must complete the Procurement Lobbying Form included within this section and submit it to the Authority as part of the Proposal.

Questions regarding this form may be directed to the Designated Contact for this solicitation:

Linda Ryan  
Aviation Contracting Officer  
Syracuse Regional Airport Authority  
[ryanl@syrairport.org](mailto:ryanl@syrairport.org)

### **VIII. SUBMITTAL COSTS:**

The costs for this entire submittal effort shall be borne by the bidder. The Authority will not reimburse any bidder or their subcontractors for any costs associated with this submittal effort.

### **IX. CONTRACT TERMS AND TIME FOR COMPLETION:**

Bid prices must remain firm and irrevocable for a period of 45 days minimum from the date and time of the bid opening. **The work of this Contract and time charged shall commence on the date stated in the written Notice to Proceed.** The time of completion for each work area or contract shall be as follows, and means that all of the work of the Contract for each work area is complete and in operating order:

**CONTRACT TERM: One Hundred Twenty (120) CALENDAR DAYS**

1. 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.
2. 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, if explicitly stated. 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.
3. For each calendar day that any work remains uncompleted after the contract time (including all extensions and adjustments as described above 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.

**X. DEFINITION OF TERMS**

For this project, the following additional definitions shall apply:

1. Calendar Day - Every day shown on the calendar. The calendar begins at 12:00AM (Midnight).
2. Daily Cost - The amount which represents the average daily cost of interference and inconvenience to the Airport/Passenger excluding Engineer costs.
3. Engineer Costs - The costs to the Owner for construction management of the Contractors.

Substantially complete - **THIS DEFINITION SHALL APPLY ONLY TO LD WORK.** Each individual work period shall be considered to be substantially complete when: 1) All new infrastructure, including new fully operational fueling facility, site utilities, erosion control provisions, new pavement, and landscaping is complete and accepted; 2) all work requiring permanent traffic control is completed and all roadways are fully accessible.

The Engineer shall be the sole authority in determining when the work is substantially complete.

**XI. FAILURE TO SUBSTANTIALLY COMPLETE THE LD WORK IN THE TIME SPECIFIED**

Failure to substantially complete any work within the number of consecutive calendar days specified will result in the daily cost specified for that work under DESCRIPTION OF LD WORK being assessed for every calendar day in excess of the number of consecutive calendar days specified, up to the time when the work is substantially complete. **THERE IS NO LIMIT ON THE AMOUNT OF LIQUIDATED DAMAGES.**

The assessments for failure to substantially complete the LD work will be made separately for each LD work period upon reaching the completion date established for each LD work period.

The Engineer shall be the sole authority in determining when the work is substantially complete.

**XII. ADJUSTMENTS TO LD WORK**

Adjustments to the LD time periods will be made based on the critical path method schedule submitted by the contractor in accordance with scheduling provisions found elsewhere in the contract documents. Delays due to extenuating circumstances beyond the control of the Contractor, as provided in Section 80 of the Contract Specifications, will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to LD provisions.

**XIII. DESCRIPTION OF LD WORK**

The Owner has determined that a benefit to the Airport will be derived by early completion of the contract work. The intent of LIQUIDATED DAMAGES (LD) is to accelerate the completion of the project with minimal disruption to Airport operations or Airport tenants adjacent to the work site.

The LD portion of the work includes all work required to construct the **Terminal Exit Lane Improvements Project at Syracuse Hancock International Airport**, as shown on the contract plans.

Starting date or event for determining the performance of the LD portion of work:

The LD portion work shall begin on the date stated in the written Notice to Proceed. **LDs will not be imposed for material or equipment delays caused by powers not in control of this contract. Contractors shall request a temporary suspension of work if it is anticipated that such delays may impact project completion.**

Ending date or event for determining the performance of the LD portion of work:

The LD portion of work will end at the time of completing the work in the contract, and means that all of the work of the Contract is substantially complete and in operating order.

Daily cost for liquidated damages: **\$500**

Liquidated damages will apply on the 1st day beyond the time of completion and every calendar day, or portion of calendar day, thereafter in which the work is incomplete, **unless otherwise agreed to with the Owner.**

**XIV. SUBMITTALS:**

- a). Bidder must submit upon request, certification of established history of positive performance on the unit offered. History must be based on units that incorporate the same design criteria as defined in this purchase specification.

**XV. AWARD:**

- a). The Authority reserves the right to accept or reject any or all bids, to waive bid inconsistencies, and to accept the bids deemed most advantageous to the Authority in accordance with General Municipal Law. Explanations of Authority decisions shall not be required except as otherwise provided for by law.
- b). Award will be made to the lowest responsible bidder meeting specifications for the proposal requested based upon; Total Completed Price taking into consideration the reliability of the bidder, the quality of the materials, conformity with the specifications, the purposes for which required, terms of delivery and available funding.
- c). The Authority guarantees no purchase or contracts as a result of award of this bid proposal.
- d). If two or more bidders submit identical priced bids, it is the decision of the Authority to award the bid to one of the identical bidders and this decision shall be final.

**XVI. PAYMENT:**

- a). Terms for payment of completed work shall be as stated in Section 012900 - PAYMENT PROCEDURES of the Contract Specifications.

**XVII. PRODUCT REFERENCES "Or Equal":**

- a). Meaning: alike in amount, rank, value, size, and same in operation or effect. In all Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agent's decision as to acceptance of the Product as equal shall be final.

- b). Whenever a particular brand or make of material, equipment, or other item is specified, another brand or make which, in the opinion of the Owner, is equivalent in quality, value, performance and suitability to that specified or indicated may be offered only if the particular brand or make of material, equipment cannot be offered by the bidder.
- c). The Owner shall be the sole judge as to whether a proposed equivalent or substitution is to be approved and the bidder shall have the burden of proving same, at his own expense, to the satisfaction of the Owner. Any deviations shall be noted with explanations of change including equipment name brand, etc. Deviations shall be equal or better and so noted throughout specifications.

#### **XVIII. BIDDER QUALIFICATIONS:**

The judgment as to a manufacturer and bidder's experience and stability are solely the responsibility of the agency accepting bids.

#### **XIX. PRIOR HISTORY AND REFERENCES:**

In the interest of continued and reliable service, parts, and technical support, the manufacturer(s) of any equipment proposed in this document shall have exhibited a consecutive history of financial stability and manufacturer of similar equipment over a minimum of the past three years. **Documentation shall be provided in the bid package to verify such continuous business activity, to include a minimum of six (6) references (location and contact lists with phone numbers) and annual financial statements for the past three (3) years.** Because of the critical nature of this project and its application, the burden of proof for these requirements lies with the bidder and/or suppliers. The judgement as to a manufacturer's and bidder's experience and stability are solely the responsibility of Syracuse Regional Airport Authority.

**END OF GENERAL CONDITIONS**



**PROPOSAL  
FOR THE  
TERMINAL EXIT LANE IMPROVEMENTS PROJECT  
AT  
SYRACUSE HANCOCK INTERNATIONAL AIRPORT  
  
SYRACUSE REGIONAL AIRPORT AUTHORITY  
SYRACUSE, NEW YORK**

The undersigned, as bidder, hereby declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined and read the Contract Documents and Contract Drawings for the work and all addenda relative thereto furnished prior to the opening of bids; that he/she has satisfied himself/herself relative to the work to be performed.

The bidder understands that the advertisement, located in the front of these Contract Documents, contains the location and a description of the proposed construction, as well as indicates the place, date, and time of the proposal opening; information about a Pre-Bid conference or coordinated site visit, if scheduled, is contained in the advertisement; the time in which the work must be completed shall be in accordance with the subsection titled FAILURE TO COMPLETE ON TIME of Section 80. If the bidder considers that the time to complete the work is inadequate, they should not submit a bid.

The bidder understands that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The bidder understands that proposal guaranty shall be in the form of a bid bond or certified check in the amount of five percent (5%) of this bid in accordance with the subsection titled BID GUARANTEE of Section 20; the proposal guaranty shall become the property of the Owner in the event the Contract and bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The bidder agrees that upon receipt of written notice of the acceptance of this proposal, bidder will execute the Contract attached within 15 days and deliver a Surety Bond or Bonds as required by the subsection titled REQUIREMENTS OF CONTRACT BONDS OF Section 30. The bidder further agrees to commence construction with an adequate work force, plant and equipment on the date stated in the written notice to proceed and will progress therewith to its completion within the time stated, and in accordance with this Contract and Specification.

The bidder states that this proposal is based upon prevailing wages in Onondaga County, New York and in no case are wages considered less than those predetermined by the New York State Department of Labor, schedules of which are contained in the Contract Documents.



**Syracuse Hancock International Airport  
Terminal Exit Lane Improvements Project  
IFB 2020-03**

**GENERAL CONTRACT**

<b>Item Number</b>	<b>Bid Item</b>	<b>Lump Sum Price In Words</b>	<b>Lump Sum Price</b>
GC-1	Base Bid		\$
ALG-1	General Construction Allowance	Seventy-five thousand dollars and zero cents.	<b>\$ 75,000.00</b>
<hr/>			
TOTAL GC-1+ALG-1	TOTAL		\$

**Syracuse Hancock International Airport  
Terminal Exit Lane Improvements Project  
IFB 2020-03**

**ELECTRICAL CONTRACT**

<b>Item Number</b>	<b>Bid Item</b>	<b>Lump Sum Price In Words</b>	<b>Lump Sum Price</b>
EC-1	Base Bid		\$
ALE-1	Electrical Construction Allowance	Twenty-five thousand dollars and zero cents.	<b>\$ 25,000.00</b>
<b>TOTAL EC-1 + ALE-1</b>	<b>TOTAL</b>		\$

**Syracuse Hancock International Airport  
Terminal Exit Lane Improvements Project  
IFB 2020-03**

**PLUMBING CONTRACT**

<b>Item Number</b>	<b>Bid Item</b>	<b>Lump Sum Price In Words</b>	<b>Lump Sum Price</b>
PC-1	Base Bid		\$
TOTAL	TOTAL		\$

The bidder proposes and agrees, if this Proposal is accepted, to contract in the form of contract specified with the Syracuse Regional Airport Authority (Owner), to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the **Terminal Exit Lane Improvements** project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents and Contract Drawings, to the full and entire satisfaction of the above said Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Contract Documents, for the prices listed for each item.

**BIDDER, IF AN INDIVIDUAL:**

**BY:** \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

**COMPANY NAME:** \_\_\_\_\_

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

**PHONE NO:** \_\_\_\_\_

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

**BIDDER, IF A PARTNERSHIP (GIVE NAMES AND ADDRESSES OF EACH PARTNER):**

**BY:** \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

**COMPANY NAME:** \_\_\_\_\_

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

\_\_\_\_\_

**PHONE NO:** \_\_\_\_\_

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

**PARTNER'S NAME:** \_\_\_\_\_

**PARTNER'S NAME:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PARTNER'S NAME:** \_\_\_\_\_

**PARTNER'S NAME:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER, IF A CORPORATION:**

**BY:** \_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Signature)

**CORPORATION  
NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **(SEAL)**  
\_\_\_\_\_

**STATE OF CORPORATION  
CHARTER:** \_\_\_\_\_

**PHONE NO:** \_\_\_\_\_

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

**PRESIDENT'S  
NAME:** \_\_\_\_\_

**BUSINESS  
ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SECRETARY'S  
NAME:** \_\_\_\_\_

**TREASURER'S  
NAME:** \_\_\_\_\_

**BUSINESS  
ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BUSINESS  
ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

---

**ATTACHMENTS TO PROPOSAL**

BIDDER and his/her surety, where appropriate, have completed and executed the attached documents which are identified below.

Syracuse Regional Airport Authority Non-Collusive Proposal Certification

Procurement Lobbying Form

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees
- Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Section 70-21

Certification for Receipt of Addenda

Statement of Surety's Intent

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Appendix C – Disadvantaged Business Enterprise (DBE) Program

- Form A-1 Bidder's List Collection Form (Bidder's Information)
- Form A-2 Bidder's List Collection Form (Subcontractor's Information)
- Form B-1 Contractor's DBE Plan
- Form B-2 DBE Letter of Intent Form
- Form B-3 DBE Good Faith Efforts Documentation, Requirements, and DBE Solicitation Log
- Form C Monthly DBE Participation Report *(Completion Not Required for Proposal)*
- Form D Subcontractor's Prompt Payment Certification *(Completion Not Required for Proposal)*
- Form E DBE Participation Summary *(Completion Not Required for Proposal)*

Bid/Proposal Sign-off Sheet

**SYRACUSE REGIONAL AIRPORT AUTHORITY  
NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a proposal for purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

**SIGN HERE**

\_\_\_\_\_  
Signature of Respondent's Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Respondent's Authorized Person

\_\_\_\_\_  
Title of Respondent's Authorized Person

**(This form must be completed and submitted with the Proposal.)**



**PROCUREMENT LOBBYING FORM**

- 1. Bidder/Offerer certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

Contractor DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

- 2. Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract in the previous four years?

\_\_\_\_\_ Yes  \_\_\_\_\_ No

**If “Yes” to the above question, please answer the following question: (Make Notations Clear)**

- (a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

\_\_\_\_\_ Yes  \_\_\_\_\_ No

- (b) If “Yes”, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

\_\_\_\_\_ Yes  \_\_\_\_\_ No

**If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:**

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

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

- 3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

\_\_\_\_\_ Yes  \_\_\_\_\_ No

**If “Yes” to the above question, provide details:**

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary)

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

-----  
4. Bidder/Offerer certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true and accurate.  
-----

**Name of Bidder/Offerer:** \_\_\_\_\_

**Bidder's/Offerer's Business Address:**  
\_\_\_\_\_

**Bidder's/Offerer's Signature:** \_\_\_\_\_

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

*I understand that my signature represents that I am signing and responding to all certifications/questions listed above*

**Print Name:**  
\_\_\_\_\_

**Title of Person signing this form:** \_\_\_\_\_

**(This form must be completed and submitted with the Proposal.)**

**RESOLUTION FOR CORPORATE BIDDERS**

RESOLVED, that \_\_\_\_\_ be authorized  
(Name of Officer)

to sign and submit the bid or proposal of this corporation for the following project:

**Terminal Exit Lane Improvements Project**

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

\_\_\_\_\_ Corporation at a meeting of its Board of

Directors held on the \_\_\_\_\_ day of \_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Secretary)

(Seal)

**(This form must be completed and submitted with the Proposal.)**

**BUY AMERICAN CERTIFICATION**

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

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**Certificate of Buy American Compliance for Manufactured Products**

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

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

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- 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% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

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

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 Waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

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

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

**(Buy American form(s) must be completed and submitted with the Proposal.)**

**CERTIFICATIONS****BIDDER'S NAME:** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_**IRS EMPLOYER IDENTIFICATION NUMBER:** \_\_\_\_\_**NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT****Notice to Prospective Federally Assisted Construction Contractors**

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

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

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

\* \* \* \* \*

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact,

segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

\* \* \* \* \*

#### **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 verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

If the FAA 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 REGARDING LOBBYING**

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

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

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

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

\* \* \* \* \*

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark or "X" in the space following the applicable response. The Contractor 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 Contractor 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 Contractor 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 a Contractor responds in the affirmative to either of the above representations, the Contractor 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 Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

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

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

\* \* \* \* \*



**TRADE RESTRICTION CERTIFICATION**

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

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

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

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 U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 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 U.S.T.R, 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Printed Name & Title: \_\_\_\_\_

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

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

**(These certifications must be completed and submitted with the Proposal.)**

**BIDDER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE AS DESCRIBED IN SECTION 70-21**

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has \_\_\_\_ has not \_\_\_\_ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder has \_\_\_\_ has not \_\_\_\_ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

**CERTIFICATION FOR RECEIPT OF ADDENDA**

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_

\_\_\_\_\_  
(Firm or Corporation Making Bid)

\_\_\_\_\_  
(Signature of Authorized Person)

P.O. Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**(This form must be completed and submitted with the Proposal.)**

**STATEMENT OF SURETY'S INTENT**

TO: Syracuse Regional Airport Authority

We have reviewed the bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for the Terminal Exit Lane Improvements Project,

project for which bids will be received on: \_\_\_\_\_  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Surety's Authorized Signature(s)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

**ATTACH PROPOSAL GUARANTEE**

**ATTACH POWER OF ATTORNEY**

**(This form must be complete and submitted with the Proposal.  
Copies of this form may be filled out and attached to this page.)**

**IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT**

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
  - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
  - (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - (2) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.
5. **Bidder or Proposer shall sign and notarize the attached “Certification of Compliance with the Iran Divestment Act” form with your proposal.**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Owner receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Owner will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Owner shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Owner reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says

that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

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

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

**(This form must be completed and submitted with the Proposal.)**

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.

#### DISADVANTAGED BUSINESS ENTERPRISE:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor 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 proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. **A DBE contract goal of 2.36% percent has been established for this contract.** The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

**As part of the Proposal**, all Bidders or Offerors shall submit their Bidder's Information, which includes **Appendix C Forms A-1, A-2**. As a matter of responsibility, **within 5 days of the bid opening**, Bidders or Offerors shall submit the "Contractor's DBE Plan" and "DBE Letter of Intent Forms" from each of the DBE firms the Bidder or Offeror intends to use; **Appendix C Forms B-1, B-2, and B-3**. If the contract goal is not met, Bidder or Offeror shall include documentation of good faith efforts with its DBE Plan.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are included as part of this Proposal. The website for the Unified Certification Program directory in the state of New York is: <http://www.nysucp.net/>.

**CERTIFICATION OF BIDDER/OFFEROR:** The undersigned Bidder or Offeror will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder or Offeror is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

\_\_\_\_\_ The Bidder or Offeror, is unable to meet the DBE utilization goal stated above. However, we are committed to a minimum of \_\_\_\_% DBE utilization on this contract, and will include documentation demonstrating good faith efforts.

#### SMALL BUSINESS PARTICIPATION:

This Contract does not have a Small Business Element (SBE) set-aside.

IRS Number: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title



## Appendix C

### Disadvantaged Business Enterprise (DBE) Program

Syracuse Regional Airport Authority, owner of Syracuse Hancock International Airport, is required to comply with 49 CFR Part 26, Disadvantaged Business Enterprise (DBE) Program on federally-assisted projects. Please note, the following forms are required as part of this project.

Please use this checklist to ensure all forms are completed and submitted as required.

---

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

**Form A – Bidder’s List Collection Form**

*All bidders are required to complete and submit the Bidder’s List Collection Form **with the Bid Proposal**. SRAA will consider incomplete information to be an irregular proposal.*

**Form A-1** – It is the responsibility of bidders to complete Form A-1 with the bidder’s information.

**Form A-2** – It is the responsibility of bidders to complete Form A-2 with information regarding all subcontractor’s that bid or quoted on the project.

**Form B – Good Faith Efforts**

*\*Form B is required within 5 days of the bid opening as a matter of responsibility. Award of the contract will be conditioned on meeting this requirement.*

**Form B1** - Contractor’s DBE Plan – must be signed by bidder.

**Form B2** - DBE Letter of Intent - *one form must be completed for each DBE firm and must be signed by each DBE firm.*

**Form B3** – Good Faith Effort Requirements – required if the DBE goal is not met.

*\*Provide a copy of Form B and any supporting documents to the Airport’s DBE Liaison Officer. ([RyanL@syraairport.org](mailto:RyanL@syraairport.org))*





**Form C – Monthly DBE Report**

**Form C** - The Monthly DBE Report is required on a monthly basis throughout the course of the project once an award has been made. An application for payment will be delayed if the monthly DBE report is not submitted.

*Provide a copy of the completed Form C to the Airport's DBE Liaison Officer and the Airport's Fiscal Officer. ([RyanL@syraairport.org](mailto:RyanL@syraairport.org) and [FOGARTYM@syraairport.org](mailto:FOGARTYM@syraairport.org))*

**Form D – Subcontractor's Prompt Payment Certification**

**Form D** - The Subcontractor's Prompt Payment Certification is a required at least 7 days prior to an application for payment. Any subcontractor failing to submit a copy of Form D will be cause for the delay of an application for payment.

*Provide a copy of the completed Form D to the Airport's Fiscal Officer. ([FOGARTYM@syraairport.org](mailto:FOGARTYM@syraairport.org))*

**Form E – DBE Participation Summary**

**Form E** - The DBE Participation Summary is required upon completion of the project. A separate form is required for each DBE firm utilized on the project and must be signed by the DBE firm. Final payment to the prime contractor will be delayed if this form is not completed.

*Provide a copy of Form E to the Airport's DBE Liaison Officer and the Airport's Fiscal Officer. ([RyanL@syraairport.org](mailto:RyanL@syraairport.org) and [FOGARTYM@syraairport.org](mailto:FOGARTYM@syraairport.org))*



**BIDDER'S LIST COLLECTION FORM  
(Bidder's Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: Syracuse Hancock International Airport                      FAA AIP No. 3-36-0114-xx-yyyy

Project Name: Terminal Exit Lane Improvements

**Bidder's Information**

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

**(This form must be completed and submitted with the Proposal.)**



**BIDDER'S LIST COLLECTION FORM  
(Subcontractor's Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

Airport Name: Syracuse Hancock International Airport                      FAA AIP No. 3-36-0114- xx-yyyy

Project Name: Terminal Exit Lane Improvements

**Subcontractor's Information**

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M



Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

**(This form must be completed and submitted with the Proposal.)**



**CONTRACTOR'S DBE PLAN**

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Airport Name: Syracuse Hancock International Airport

Project Name: Terminal Exit Lane Improvements

AIP No. 3-36-0114-xx-yyyy

Total Awarded Contract Amount: \$

Name of Bidder's Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Printed name of signer: \_\_\_\_\_

Printed title of signer: \_\_\_\_\_

**DBE UTILIZATION SUMMARY**

	<u>DBE Contract Amount</u>	<u>DBE Value</u>	<u>Contract %</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractors	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Suppliers	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturers	\$ _____ x 1.00 =	\$ _____	_____ %
* Total Proposed DBE Participation		\$ _____	_____ %
Established DBE Goal		\$ _____	_____ %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**Affirmation:**

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

By: \_\_\_\_\_  
 (Signature of Bidder's representative) (Title)



October 25, 2017

Ms. Linda Ryan  
Syracuse Regional Airport Authority  
1000 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

Re: Syracuse Hancock International Airport  
[Project Name]  
DBE Good Faith Efforts Documentation

Dear Ms. Ryan:

As indicated in our bid proposal, we are unable to meet the DBE utilization goal of \_\_\_\_\_%. We are committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

We offer the following explanation for not meeting the DBE goal:

---

---

---

---

---

---

We have attached a copy of completed Forms B-1, B-2 and B-3 along with information documenting our good faith efforts to meet the DBE goal established on this contract for your review and consideration of approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Contractor

Name  
Title

Enclosures



## Good Faith Effort Requirements

In accordance with Appendix A of 49 CFR, Part 26, the following supporting documentation is required if the DBE goal is not met. This supporting documentation must be submitted to SRAA along with Form B-1 Contractor's DBE Plan and Form B-2 DBE Letter of Intent.

1. A letter summarizing your anticipated DBE participation, why the goal isn't being met, and any other basis for not meeting the goal.
2. The names of general circulation, trade association, and DBE-oriented publications in which you solicited certified DBE firms for the purpose of complying with the DBE requirement.
3. A list identifying the dates that all solicitations for certified DBE participation were published in the above-noted publications.
4. A listing of all certified DBE firms identified in the NYS UCP DBE Directory. This listing should document firms that were solicited, how the DBE firm was solicited and any information regarding responses or lack of response.
5. Copies of any correspondence as proof that solicitations were made in writing.
6. Copies of any responses made by certified DBE firms to your solicitations.
7. Provide documentation of any negotiations that occurred with DBE firms.

**The attached DBE Solicitation Log is required along with your letter summarizing your good faith efforts.**





## MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_  
 COUNTY: \_\_\_\_\_  
 CONTRACT ID NO.: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

NOTICE TO PROCEED: \_\_\_\_\_  
 DATE WORK BEGAN: \_\_\_\_\_  
 CONTRACT \$ AMOUNT: \_\_\_\_\_  
 DBE \$ AMOUNT: \_\_\_\_\_

DBE REQUIRED %: \_\_\_\_\_  
 % DOLLAR COMPLETE: \_\_\_\_\_  
 % PROJECT COMPLETE: \_\_\_\_\_

31-Jan	31-Jul
28-Feb	31-Aug
31-Mar	30-Sep
30-Apr	31-Oct
31-May	30-Nov
30-Jun	31-Dec

S = SUPPLIER

SC = SUBCONTRACTOR

APPROVED DBE				VENDOR ID	DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
<b>1</b>						
RN						
RC						
<b>2</b>						
RN						
RC						
<b>3</b>						
RN						
RC						
<b>4</b>						
RN						
RC						
<b>5</b>						
RN						
RC						
<b>6</b>						
RN						
RC						
<b>RN COLUMN TOTALS:</b>						
<b>RC COLUMN TOTALS:</b>						

**TOTAL % PAID TO DATE:** \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME. ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

**THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:**

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_  
 (Mandatory)

**THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:**

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_  
 (Mandatory)

(Submit Form C to the Airport's DBE Liaison Officer (RyanL@syraairport.org) and Fiscal Officer (FOGARTYM@syraairport.org))



**SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION**

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. **A completed copy of this form shall be submitted to the Fiscal Officer ([FOGARTYM@syraairport.org](mailto:FOGARTYM@syraairport.org)), the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment.** Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application. Reference Section 70-21, Item 12 for information on 49 CFR §26.29 with regard to Prompt Payment.

Should a Subcontractor indicate that they have not received payment for work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

=====

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

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

AIP No.: \_\_\_\_\_

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

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

\_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

Contractor's Name you subcontract to: \_\_\_\_\_

=====

1. Have you performed work on this project within the last 30 days? Yes \_\_\_ No \_\_\_
2. Has the work you performed within the last 30 days been completed and accepted by the Engineer? Yes \_\_\_ No \_\_\_ Not sure \_\_\_
3. Have you been paid by the contractor you subcontracted with for the work you performed? Yes \_\_\_ No \_\_\_
4. Estimated value of work performed in which you did not receive payment: \$ \_\_\_\_\_
5. Have you completed all work that you are required to perform on this contact? Yes \_\_\_ No \_\_\_

Written Name of Subcontractor's Rep. \_\_\_\_\_

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



**DISADVANTAGED BUSINESS ENTERPRISE  
DBE PARTICIPATION SUMMARY**

(Submit one form for each DBE Firm.)

(Submit completed forms to [RyanL@syraairport.org](mailto:RyanL@syraairport.org) and [FOGARTYM@syraairport.org](mailto:FOGARTYM@syraairport.org).)

**Airport Name/Project** \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person**

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

**DBE Certification Agency:** \_\_\_\_\_

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

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

- |  |  |
|--|--|
| <input type="checkbox"/> Black American              | <input type="checkbox"/> Asian-Pacific American                    |
| <input type="checkbox"/> Hispanic American           | <input type="checkbox"/> Non-Minority Women                        |
| <input type="checkbox"/> Native American             | <input type="checkbox"/> Other (i.e. not of any group listed here) |
| <input type="checkbox"/> Subcontinent Asian American |  |
| <input type="checkbox"/> Prime Contractor            | <input type="checkbox"/> Supplier                                  |
| <input type="checkbox"/> Manufacturer                | <input type="checkbox"/> Joint Venture                             |
| <input type="checkbox"/> Subcontractor               |  |

Work items performed by DBE	Description	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above.  
The actual participation is as follows:

Total amount paid to DBE Firm: \$ \_\_\_\_\_ Percent of Contractor's total contract: \_\_\_\_\_ %

**Affirmation:**

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

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

**BID/PROPOSAL SIGN-OFF SHEET**

Please check off and sign for items below and **submit** this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

		DONE	INITIALS
1.	Bid/Proposal sheets completed and enclosed		
2.	<b>One (1) Original and One (1) Copy</b> of completed Proposal Forms enclosed, along with a flash drive or CD containing a copy of the completed proposal and all required forms in PDF format.		
3.	Bid Bond enclosed		
4.	References and Financial Data (per General Conditions Section XV)		
5.	Certification for Receipt of Addenda (if issued)		
6.	Bidder's/Subcontractor's Information completed and enclosed (Appendix C Forms A-1 and A-2)		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Authority, and;
4. The respondent agrees to all terms and conditions as provided within the specifications.

\_\_\_\_\_  
Name/Title of Authorized Person Submitting Bid

\_\_\_\_\_  
Firm or Corporation Making Bid

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address for Contact Person

\_\_\_\_\_  
Signature of Authorized Person Submitting Bid

**END OF PROPOSAL**

## 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, the Engineer, and all his or her officers, directors, representatives 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.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**The Contractor or the Subcontractor performing the Electrical work must be licensed with the City of Syracuse. City Licenses must be obtained from the Division of Code Enforcement (315) 448-8703.**

There are no city inspection fees required.

In all the operations connected with work herein specified, all City ordinances and all laws controlling or limiting in any way the action of those engaged on the work or affecting the materials applied to them must be respected and strictly complied with. The Contractor must obtain all proper permits from the several City Departments. No fee will be charged by the City of Syracuse for Building permits. **Drawings have been submitted to the City by the Consultant to start the permit process.**

**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, the Engineer, 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 and Engineer 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.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

<u>Utility</u>	<u>Location (Sheet No.)</u>	<u>Person to Contact</u>	<u>Phone No.</u>
----------------	-----------------------------	--------------------------	------------------

“Not Applicable”

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or

facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal aid 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 shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

New York State Labor Law requires for every contract for the construction, reconstruction, maintenance and/or repair of public work to which the State or a municipality is a party, where the total cost of all work to be performed under the contract is at least \$250,000, all laborers, workers and mechanics employed performing work of the contract on the work site be certified as having successfully completed an OSHA 10-hour Construction Safety course. This requirement applies to the contractor, subcontractors and other persons.

**70-07 Public convenience and safety.** The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 Barricades, warning signs, and hazard markings.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

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

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

**70-09** Not Used.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

The Contractor shall indemnify the Owner for any and all costs for the repair or replacement of the Owner's property including, but not limited to, buildings and roads, which arise from or in any manner grow out of any act or neglect on or about the Project site by the Contractor and anyone for whom the Contractor is legally liable.

**70-11 Responsibility for damage claims.** In addition to the obligations to defend, indemnify, and save harmless set forth elsewhere in Section 70, the Contractor shall defend and indemnify the Engineer, Owner and their respective representatives, directors, and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, damages, costs, expenses, or claims, of any character (including attorney's fees) and liability (including statutory liability) 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 arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or anyone for whom the Contractor is legally liable; 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 his or her 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, his or her 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.

As a material part of the consideration to be rendered by the Owner, the Contractor hereby waives all claims against the Owner for damages to the goods, wares, and merchandise in, upon, or about the Project, and the Contractor will hold the Owner exempt and harmless from any damage and injury to any such person or to the goods, wares, or merchandise of any such person, arising from the use of the Project site by the Contractor or from failure of the Contractor to keep the Project site in good condition and repair as provided in this Section.

The Contractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

- A. The kinds and amounts of insurance are as follows:
1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence \$1,000,000  
General Aggregate \$3,000,000

As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least \$3,000,000.

2. Automobile Liability policies shall cover "All Owned", "Scheduled", "Hired" and "Non-Owned" autos. The minimum Combined Single Limit shall be \$1,000,000.

As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000.

3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.
  4. If applicable, the Contractor and its Subcontractor(s) engaged in work involving "hazardous substances," as defined in Section 3 of PL 1993, c. 139 (C.13:1K-8), or "hazardous waste," as defined in Section 1 of PL 1976, c. 99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance."
- B. Contractor's insurance shall be primary over all other collectible insurance.
- C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.
- D. **The Certificate Holders shall be Syracuse Regional Airport Authority.**
- E. **The following shall be named as Additional Insureds: Syracuse Hancock International Airport, City of Syracuse, C&S Engineers, Inc.**
- F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Engineer, and their respective directors, officers, representatives and employees as set forth in this Section.
- G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor's guarantee.
- H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.
- I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.

**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.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire

contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

**70-14 Contractor’s responsibility for work.** Until the Engineer’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, 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 his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, 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.** As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

Utility Service or Facility**Not Applicable**

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

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

**70-17 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, his or her 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 his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty 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, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall perform all testing, removal of contaminated material, transportation, treatment, remediation, and disposal of contaminated materials which are the result of a spill or release caused by the Contractor, and he shall provide and properly place materials to restore the property to its original condition, all to the Owner's satisfaction and at the Contractor's expense. Refer to the subsection 70-10 titled PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE of this section.

**70-20 Not Used.**

**70-21 Insurance Requirements.**

The Contractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

A. The kinds and amounts of insurance are as follows:

1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence    \$1,000,000

General Aggregate    \$3,000,000

As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at

- least \$1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least \$3,000,000.
2. Automobile Liability policies shall cover “All Owned”, “Scheduled”, “Hired” and “Non-Owned” autos. The minimum Combined Single Limit shall be \$1,000,000.  
  
As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000.
  3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.
  4. If applicable, the Contractor and its Subcontractor(s) engaged in work involving “hazardous substances,” as defined in Section 3 of PL 1993, c. 139 (C.13:1K-8), or “hazardous waste,” as defined in Section 1 of PL 1976, c. 99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as “environmental impairment liability insurance.”
- B. Contractor’s insurance shall be primary over all other collectible insurance.
  - C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.
  - D. **The Certificate Holder shall be Syracuse Regional Airport Authority 1000 Col. Eileen Collins Boulevard, Syracuse, New York 13212 and C&S Engineers, Inc. 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212.**
  - E. **The following shall be named as Additional Insureds: Syracuse Regional Airport Authority; C&S Engineers, Inc.; the Federal Aviation Administration; and the New York State Department of Transportation.**
  - F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Engineer, the RPR, and their respective directors, officers, representatives and employees as set forth in this Section.
  - G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor’s guarantee.
  - H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.
  - I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.

### **70-22 Additional sanitary, health, and safety provisions.**

New York State Labor Law requires for every contract for the construction, reconstruction, maintenance and/or repair of public work to which the State or a municipality is a party, where the total cost of all work to be performed under the contract is at least \$250,000, all laborers, workers and mechanics employed performing work of the contract on the work site be certified as having successfully completed



an OSHA 10-hour Construction Safety course. This requirement applies to the contractor, subcontractors and other persons.

**70-23 Federal Contract Provisions for procurement and contracting under AIP.**

The Contractor is required to insert these contract provision in each lower tier contract (e.g. subcontract or sub-agreement).

The Contractor is required (including all subcontractors) to incorporate these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

The Contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**A1 ACCESS TO RECORDS AND REPORTS**

**ACCESS TO RECORDS AND REPORTS**

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

**A2 AFFIRMATIVE ACTION REQUIREMENT**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 3.8%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually

performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

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

### **A3 BREACH OF CONTRACT TERMS**

#### **BREACH OF CONTRACT TERMS**

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

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

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

### **A4 BUY AMERICAN PREFERENCE**

#### **BUY AMERICAN PREFERENCE**



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

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **Certificate of Buy American Compliance – Manufactured Product**

**NOTE: Certification is included in the PROPOSAL.**

### **A5 CIVIL RIGHTS – GENERAL**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

### **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

#### **Title VI Solicitation Notice:**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises 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.

#### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the 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.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

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

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the

Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

**A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

**1. Overtime Requirements.**

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

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

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

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

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

**4. Subcontractors.**

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

**A9 COPELAND "ANTI-KICKBACK" ACT**

**COPELAND "ANTI-KICKBACK" ACT**

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

## **A10 DAVIS-BACON REQUIREMENTS**

### **DAVIS-BACON REQUIREMENTS**

#### **1. Minimum Wages.**

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding.**

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be



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

### **3. Payrolls and Basic Records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)
  - (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social

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

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
  - (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
  - (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of



funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable

wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

#### **5. Compliance with Copeland Act Requirements.**

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

#### **6. Subcontracts.**

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

#### **7. Contract Termination: Debarment.**

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

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

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

#### **9. Disputes Concerning Labor Standards.**

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

#### **10. Certification of Eligibility.**

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

#### **A11 DEBARMENT AND SUSPENSION**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

##### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

#### **A12 DISADVANTAGED BUSINESS ENTERPRISE**

**Solicitation Language (Solicitations that include a Project Goal)**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

**NOTE: See Appendix "C" and required certifications included in the PROPOSAL.**

**DISADVANTAGED BUSINESS ENTERPRISES****Contract Assurance (§ 26.13) –**

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

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

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor is responsible for issuing the Subcontractor's Prompt Payment Certification to all subcontractors under this contract, and is required to ensure that all subcontractors issue the certificate to each of their subcontractors. Each contractor/subcontractor shall require each of their subcontractors to fill out and submit a copy of the certification to the Sponsor's representative and the prime contractor prior to each payment application until the subcontractor's work is complete. Not receiving the certification from the subcontractor will be cause for the Sponsor's representative to delay processing the payment application.

The following language in this section was taken from various sections of 49 CFR Part 26 titled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. They are not intended to be all encompassing, nor a comprehensive reiteration of the regulation.

- A. The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received, or will receive, Federal financial assistance from the

Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the Sponsor:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
  2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
  3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
  4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
  5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
  6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
- B. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Determination whether the bidder has made a good faith effort will be made by the Sponsor's DBE Liaison Officer. The Contractor's DBE Plan must be acceptable to the Sponsor before entering into a contract with the bidder.

Guidance pertaining to good faith efforts is provided in Appendix A to 49 CFR Part 26. In general, the bidder must demonstrate that they have taken all necessary and reasonable steps to achieve the identified DBE goal. The bidder should adequately document all such efforts, including contacts of DBE firms that are not interested.

Good Faith Efforts:

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Such actions constituting evidence of good faith efforts include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

- C. Within 7 days of being informed by the Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder/offerors should make this request in writing to the Sponsor's reconsideration official. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts. Bidder/offerors should make this request in writing to: [Linda Ryan, Airport DBE Liaison Officer \(RyanL@syraairport.org\)](mailto:Linda.Ryan@syraairport.org) Syracuse Hancock International Airport, 1000 Col. Eileen Collins Boulevard, Syracuse, NY 13212.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- D. Before transmitting to us 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 us, 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 us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we 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.

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

As stated in Contract Assurance § 26.13, failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this section.



If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

- E. The sponsor will require the contractor to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Sponsor will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in The Contractors DBE Plan.

At completion of work, the contractor will report to the Sponsor the actual amount paid to each DBE firm utilized for this contract.

**NOTE: See Appendix “C” for DBE Participation Summary included in the PROPOSAL.**

- F. Fostering Small Business Participation (49 CFR Part 26, §26.39).

In accordance with 49 CFR Part 26.39, the Sponsor has created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. For clarification purposes, 49 CFR Part 26.5 states “Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).”

49 CFR Part 26 §26.65(b) states “Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$23.98 million. 13 CFR 121.402 defines the size standards that are applicable to Federal Government Contracting programs.

In compliance with this policy, the Sponsor’s DBE Program in regard to §26.39 Fostering Small Business Participation may include, but is not limited to, the following strategies:

1. Set asides: Where feasible, the Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic

location. The DBELO, along with the project engineer will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.

2. Unbundling: The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

The Sponsor has determined that an SBE program is not feasible for this Contract.

### **A13 DISTRACTED DRIVING**

#### **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

### **A14 ENERGY CONSERVATION REQUIREMENTS**

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

### **A15 DRUG FREE WORKPLACE REQUIREMENTS**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantee’s workplace may be where the contractors, subcontractors, or subgrantees are working.



**A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)****EQUAL OPPORTUNITY CLAUSE**

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

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

may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1)Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2)Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3)Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4)American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall

good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations,

- such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its

goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

##### **SOLICITATION CLAUSE**

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



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

**A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

**NOTE: Certification is included in the PROPOSAL.**

**A19 PROHIBITION of SEGREGATED FACILITIES**

**PROHIBITION OF SEGREGATED FACILITIES**

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

**A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

**CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**A21 PROCUREMENT OF RECOVERED MATERIALS**

**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](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

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

**A22 RIGHT TO INVENTIONS (Section not applicable.)**

**A23 SEISMIC SAFETY (Section not applicable.)**

**A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

**NOTE: Certification is included in the PROPOSAL.**

**A25 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 DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

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

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

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

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

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

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

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

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

#### **A26 TRADE RESTRICTION CERTIFICATION**

**NOTE: Certification is included in the PROPOSAL.**

#### **A27 VETERAN'S PREFERENCE**

##### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**70-24 New York State Department of Transportation (NYSDOT) standard clauses for New York state contracts.** The following verbiage is included verbatim from Appendix A, Standard Clauses for New York State Contracts, dated January 2014 as required by New York State Department of Transportation grant assurances:

##### **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project. **SEE "SPECIAL NOTE" REGARDING PREVAILING WAGE RATES FOLLOWING THIS SECTION.**
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following:

- (i) the payee's Federal employer identification number,
- (ii) the payee's Federal social security number, and/or
- (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System.

Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a

written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

- 13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.



- 14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
- 16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- 17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
- 18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
- 19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
- 20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State



Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

- 23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
- 24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
- 25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
- To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
- 26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**70-25 NYSDOT terms and conditions.** The following verbiage is included verbatim as required by a New York State Department of Transportation grant assurance:

TERMS AND CONDITIONS (ADDENDUM NO. 1):

1. The Grantee agrees to incorporate or cause to be incorporated into any contract for construction work, or furnishing of any materials, supplies, or equipment or professional consulting services of any kind in connection with the Project, clauses under which the Contractor:
  - a. Agrees to procure and maintain insurance of the kinds and in the amounts specified.
  - b. Agrees that he will comply with the requirements of the State Labor Law and particularly Sections 220 and 220-4 thereof as amended, and as set forth in Appendix A hereof.
  - c. Agrees that during the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will comply with the Non-Discrimination provisions set forth in Appendix A hereof.
  - d. Agrees that he will cause all persons employed upon the work including his subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.
  - e. Agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the Grantee and the Commissioner of Transportation.
  - f. Agrees that in accordance with its status as an independent contractor, it will conduct itself with such status that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not by reason hereof, make any claim demand of application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or Credit.
  - g. Agrees that this agreement may be canceled or terminated by the Grantee if any work under this agreement is in conflict with the provisions of Section 74 of the Public Officers Law.
  - h. Agrees that any patentable result arising out of this Agreement, as well as all information, designs, specification, know-how, data, and findings, shall be made available without cost to the State or its licenses for public use.
  - i. Agrees that for construction work he will furnish a performance bond in an amount at least equal to 100 percent of this contract price as security for the faithful performance of

his contract and also a labor and material bond in an amount equal to 100 percent of his contract price as security for the payment of all persons performing labor on the project under his contract and furnishing materials in connection with his contract. The performance bond and the labor and material bond may be in one or in separate instruments in accordance with law.

- j. Agrees that the Commissioner and the State Comptroller reserve the right to audit and inspect the work of the contractor and any and all records thereof through representatives of the State, as well as through officers and employees of the State, as they shall determine.
- k. Agrees that the State shall not be obligated or liable hereunder to any party other than the Grantee.
- l. Agrees that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
- m. Agrees that by execution of the Agreement the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this agreement.
- n. Agrees that all project documents requiring formal approval by a Federal Agency will be submitted to the Commissioner for his prior approval and forwarding to the Federal Agency for its formal approval.
2. The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by it calling for construction or the furnishing of any materials, supplies, or equipment to be paid for with Project funds in accordance with the requirements of Section 103 of the General Municipal Law, the State Finance Law and any other applicable State Laws, Regulations or any requirements or opinions of the State comptroller.
3. The Grantee agrees that contracts for professional or consulting services may be negotiated, but they must be in writing and must state the maximum compensation or reimbursement to be paid. Negotiations must be adequately documented to show consultants considered, proposals received, reasons for selecting the proposed consultant, and the unit basis or other detailed explanation in support of the amount of compensation to be paid.

**70-26 Labor affidavits, New York State Laws of 1988.** The following outlines the certification and reporting procedures required by the Office of the State Comptroller to implement Chapter 698, Laws of 1988 (Labor Affidavits) for all public improvement contracts let (bid opening date) after March 1, 1989.  
**COPIES OF AFFIDAVITS FOLLOW THE END OF THIS SECTION.**

- A. The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the subcontractor's work is started.
- B. The prime contractor must immediately obtain the subcontractor's certification. Such certification must be maintained by the prime contractor until the final payment is requested. The prime contractor's and subcontractor's certification forms are on the following three (3) pages.

- C. If revised schedules of wages and supplements are issued, the prime contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor's certification.
- D. The prime contractor must submit a labor affidavit in support of the payment of wages to its own employees.
- E. The subcontractor's certification (s) and the prime contractor's affidavit must be submitted to the State Comptroller's Office with the prime contractor's final payment request. Failure to obtain and provide the required certifications will delay the contractor's final payment.

**NOTE:** The term subcontractor applies to both subcontractors of the contractor and subcontractors of a subcontractor.

**SPECIAL NOTE****NEW YORK STATE DEPARTMENT OF LABOR****PREVAILING WAGE RATES**

Wage rate amendments and supplements are available on the NYSDOL web site at:

**[WWW.LABOR.STATE.NY.US](http://WWW.LABOR.STATE.NY.US)**

All changes or clarification of labor classifications and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on the following page on NYSDOL Form PW-200.

**PRIME CONTRACTOR'S CERTIFICATION**

**NEW YORK STATE LABOR LAW, SECTION 220-a**

1. That I am an officer of \_\_\_\_\_ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. \_\_\_\_\_.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none, so state).

NAME	AMOUNT
_____	
_____	
_____	
_____	

4. That the contractor hereby files every verified statement required to be obtained by the contractor from the subcontractors.
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through \_\_\_\_\_, the last day worked on the project by their subcontractor. (Set forth any unpaid wages and supplements, if none, so state and utilize clause 5A (below).

NAME	AMOUNT
_____	
_____	
_____	
_____	

(5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractors.



**PRIME CONTRACTOR'S CERTIFICATION**

**NEW YORK STATE LABOR LAW, SECTION 220-a**

(continued)

- 6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**ACKNOWLEDGMENT:**

STATE OF NEW YORK }  
 COUNTY OF \_\_\_\_\_ } SS:  
 \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).



**SUBCONTRACTOR'S CERTIFICATION**

**NEW YORK STATE LABOR LAW, SECTION 220-a**

1. That I am an officer of \_\_\_\_\_ a subcontractor on public contract No. \_\_\_\_\_ and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on \_\_\_\_\_ we received from \_\_\_\_\_, the prime contractor, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number (PRC) \_\_\_\_\_ specified in the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**ACKNOWLEDGMENT:**

STATE OF NEW YORK }  
COUNTY OF \_\_\_\_\_ } SS:  
\_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).

**END OF SECTION 70**

"General Decision Number: NY20200026 04/10/2020

Superseded General Decision Number: NY20190026

State: New York

Construction Type: Building

County: Onondaga County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	03/13/2020
2	04/10/2020

ASBE0030-003 05/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 32.40	23.24
---	----------	-------

BRNY0002-020 07/01/2018

Rates Fringes

TILE SETTER.....	\$ 31.81	17.50
------------------	----------	-------

BRNY0002-021 07/01/2017

Rates Fringes

BRICKLAYER (Includes Pointing, Caulking, and

Cleaning).....\$ 33.16 19.77

-----  
CARP0277-024 07/01/2019

Rates Fringes

CARPENTER (Includes  
Acoustical Ceiling  
Installation, Drywall  
Hanging, Form Work, and Metal  
Stud Installation).....\$ 28.05 18.96

-----  
CARP1163-003 07/01/2017

Rates Fringes

MILLWRIGHT.....\$ 27.60 21.39

-----  
ELEC0043-012 06/01/2019

Rates Fringes

ELECTRICIAN (Includes Low  
Voltage Wiring and  
Installation of Alarms,  
HVAC/Temperature Controls and  
Sound and Communication  
Systems).....\$ 38.75 26.08

-----  
\* ENGI0158-002 07/01/2019

Rates Fringes

POWER EQUIPMENT OPERATOR  
Backhoe/Excavator/Trackhoe..\$ 37.91 24.55  
Crane.....\$ 40.68 25.87

-----  
IRON0060-014 07/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL,  
REINFORCING AND STRUCTURAL.....\$ 30.00 27.30

-----  
LABO0633-008 06/01/2018

Rates Fringes

LABORER  
Common or General.....\$ 23.88 19.60  
Mason Tender - Brick.....\$ 23.88 19.60

-----  
PAIN0031-003 05/01/2017

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 23.25 21.21  
PAINTER (Brush and Roller).....\$ 23.25 21.21

-----  
PAIN0677-005 05/01/2018

Rates Fringes

GLAZIER.....\$ 24.50 18.69

PLUM0267-014 05/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 35.51	24.57
PLUMBER.....	\$ 35.51	24.57

ROOF0195-004 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 27.00	23.11

\* SFNY0669-003 01/02/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.01	25.34

SHEE0058-009 05/01/2019

	Rates	Fringes
SHEET METAL WORKER (Including Installation of HVAC Duct, Metal Flashing, and Siding (Aluminum, Metal, Vinyl)).....	\$ 29.00	21.34

\* UAVG-NY-0001 01/01/2019

	Rates	Fringes
PAINTER: Spray.....	\$ 24.29	22.00

\* UAVG-NY-0002 01/01/2019

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.95	21.45

SUNY2016-003 08/02/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.53	15.59
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 29.18	17.72
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 20.89	10.46
LABORER: Pipelayer.....	\$ 20.47	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 36.17	17.76
OPERATOR: Bulldozer.....	\$ 31.03	20.05
OPERATOR: Forklift.....	\$ 33.14	21.04

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 30.19	17.42
OPERATOR: Roller.....\$ 28.51	12.31

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"