



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	May 16, 2023

ITEM

Approval of Contract – Harriet Alexander Field – Automated Weather Observation System (AWOS) Replacement and Relocation Project

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that the operations at the Salida Airport (Harriet Alexander Field) are safe and in compliance with federal and state guidelines with best engineering practices as well as safety services. The Automated Weather Observation System (AWOS) is in need of replacement at the Airport, and staff has gone out to bid on the project. The attached contract would provide for the AWOS replacement listed in the Contractor Bid Submittals Review supplied by Dibble Engineering by awarding the contract to Pro Electrical Contractors, Inc, based in Cedaredge, Colorado.

FISCAL NOTE

Total cost of the contract is \$345,144; the City of Salida is responsible for half of the costs of said contract, minus the FAA and CDOT grant amounts of \$167,833. The remaining amount of \$177,311 will be split evenly between Chaffee County and the City of Salida, resulting in an out-of-pocket expense of \$88,655.50. This amount can be accommodated within the Salida Airport's annual budget, which was allocated out of the General Fund in 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with Pro Electrical Contractors, Inc., for the AWOS Replacement and Relocation Project at Salida Airport/Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

April 26, 2023

Salida Airport – Harriet Alexander Field
9255 County Rd 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager, Salida Airport – Harriet Alexander Field

RE: **Contractor Bid Submittals Review**
Salida Airport – Harriet Alexander Field
ANK Automated Weather Observation System (AWOS) Replacement & Relocation
FAA AIG No. 3-08-0049-023-2023
CDOT Project No. 22-ANK-02
County Project No. TBD

We have reviewed the single Contractor Bid, received on April 26, 2023, for the *ANK Automated Weather Observation System (AWOS) Replacement & Relocation* project. The unit prices were analyzed in comparison with the Engineer's Estimate. A Bid Tabulation Summary table is provided below.

Most unit prices were generally in line with the anticipated costs in the Engineer's Estimate for the bid. The following table provides a comparison between the bid, and the engineer's estimates:

SCHEDULE I (Federal)	
Engineer's Estimate	\$233,250.00
Pro Electrical Contractors, Inc.	\$189,454.00
SCHEDULE II (Non-Federal)	
Engineer's Estimate	\$106,162.00
Pro Electrical Contractors, Inc.	\$155,690.00
TOTAL	
Engineer's Estimate	\$339,412.00
Pro Electrical Contractors, Inc.	\$345,144.00

Based on review of the Bid Tabulation, there appears to be no indication of a non-responsive bid. There were no mathematical errors found on any of the bids.

Evaluation of Apparent Low-Bidder (*Pro Electrical Contractors, Inc.*):

1. **Bid Bond (5%, At The Time of Bid):**
 - a. A non-Notarized, 5% Bid Bond was included in the bid documents at the time of bid, see attached.
2. **Acknowledgement of Addenda:**
 - a. There was one addendum issued during the Bid Phase. *Pro Electrical Contractors, Inc.* acknowledged Addendum No. 1.

3. **DBE Goal/Certification**

- a. There is not a project specific DBE participation goal for this project due to the Federal share of funding being less than \$250,000 and that the federal share is for acquisition of AWOS equipment only.

4. **Subletting of Contract:**

- a. Based on the information that *Pro Electrical Contractors, Inc.* included in Attachment A – List of Subcontractors, *Pro Electrical Contractors, Inc.* intends to perform the following: Self-performance is 34.8%.

Final Summary and Recommendation:

Based on the information presented herein, it is the recommendation of Dibble that Chaffee County and ANK to award the *Automated Weather Observation System (AWOS) Replacement & Relocation* project to *Pro Electrical Contractors, Inc.*, pending the County's final review of the full bid submittal.

Refer to the table below for a breakdown of each agency's share of the total project cost.

	FAA – AIG/BIL	CDOT - BIL Match	Local - ANK	TOTAL
<i>As Bid - Construction Costs</i>				
<i>Schedule I: Federal</i>	\$159,000.00	\$8,833.00	\$21,621.00	\$189,454.00
<i>Schedule II: Non-Federal</i>	\$0	\$0	\$155,690.00	\$155,690.00
<i>Total Project Costs</i>	\$159,000.00	\$8,833.00	\$177,311.00	\$345,145.00

If you need additional information or have questions, please do not hesitate to call.

Sincerely,
DIBBLE

Jared Bass, P.E.
Vice President - Sr. Project Manager

Enclosures:

Bid Summary and Tabulation
Bid Bond
Insurance Certificate
Attachment A – List of Subcontractors
Signed Federal Documents (Buy American)

SUMMARY OF BIDS - BID OPENING 04/26/23 3:00 PM
SALIDA AIRPORT - HARRIET ALEXANDER FIELD
AWOS REPLACEMENT & RELOCATION

BIDDER		BASE BID (Schedule I) AMOUNT	DELTA (Base Bid - Schedule I)	BASE BID (Schedule II) AMOUNT	DELTA (Base Bid - Schedule II)
		AS-BID		AS-BID	
-	DIBBLE ENGINEERING	\$233,250.00	-	\$106,162.00	-
1	Pro Electrical Contractors, Inc.	\$189,454.00	81.22%	\$155,690.00	146.65%



ANK AWOS REPLACEMENT AND RELOCATION
BID TABULATION



LINE NO.	ITEM NO.	BASE BID - SCHEDULE I DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	Engineer's Est. AMOUNT	Pro Electrical Contractors, Inc.		
							Unit Price	Amount	vs. Eng. Est
1	L-AWOS-6.1	New AWOS III P/T, Site Preparation - Sensors and Tower Foundations, Masts, Power and Communication Conduits, Enclosues and Cables, Installed and Commissioned, Per Manufacturer Requirements Complete	1	LS	\$ 225,000.00	\$ 225,000.00	\$175,747.00	\$175,747.00	78.1%
2	L-AWOS-6.2	New AWOS, 4/0 Grounding System, Per Manufacturers Reqirements, Including Trench, Backfill, Ground Rods and Exothermic Connections	1	LS	\$ 5,000.00	\$ 5,000.00	\$3,907.00	\$3,907.00	78.1%
3	L-AWOS-6.3	New L-810(L) LED Dual Obstruction Light, Conduit and Cable, Installed on New AWOS Tower Complete	1	EA	\$ 750.00	\$ 750.00	\$1,391.00	\$1,391.00	185.5%
4	L-AWOS-6.4	Install New CDP, UHF Wireless Radio Kit, Antenna and Required Cables in Terminal Building, Tested and Commissioned Complete Per Manufacturer Requirements	1	LS	\$ 2,500.00	\$ 2,500.00	\$8,409.00	\$8,409.00	336.4%
						Subtotal		\$189,454.00	81.2%

LINE NO.	ITEM NO.	BASE BID - SCHEDULE II DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	Engineer's Est. AMOUNT	Pro Electrical Contractors, Inc.		
							Unit Price	Amount	vs. Eng. Est
5	C-105-6.1	Mobilization	1	LS	\$ 30,000.00	\$30,000	\$14,266.00	\$14,266.00	47.6%
6	P-152-4.1	Earthwork	267	CY	\$ 20.00	\$5,340.00	\$84.00	\$22,428.00	420.0%
7	T-901-5.1	Seeding with Hydromulch	850	SY	\$ 2.00	\$1,700.00	\$5.76	\$4,896.00	288.0%
8	F-160-5.1	Wildlife Fence (Detail 1, Sheet G1.5)	168	LF	\$ 30.00	\$5,040.00	\$81.00	\$13,608.00	270.0%
9	SP 70.01.01	Herbicide & Landscape Stone	800	SF	\$ 2.50	\$2,000.00	\$9.20	\$7,360.00	368.0%
10	L-100-5.1	60 Amp Single Phase 12 Space Panel, Nema 3R	1	EA	\$ 500.00	\$500.00	\$647.00	\$647.00	129.4%
11	L-100-5.2	Step-Down 7.5KVA Transformer 480 Volts Input - 120/240 Volts Output, Installed	1	EA	\$ 1,200.00	\$1,200.00	\$1,994.00	\$1,994.00	166.2%
12	L-100-5.3	Step-Up 7.5KVA Transformer 240 Volts Input - 480 Volts Output, Installed	1	EA	\$ 1,200.00	\$1,200.00	\$1,994.00	\$1,994.00	166.2%
13	L-100-5.4	Unistrut Rack for AWOS Power Equipment Mounting	1	EA	\$ 2,000.00	\$2,000.00	\$2,104.00	\$2,104.00	105.2%
14	L-100-5.5	15 Amp Single Pole 120V Circuit Breakers	8	EA	\$ 15.00	\$120.00	\$76.00	\$608.00	506.7%
15	L-100-5.6	20 Amp Single Pole 120V Circuit Breakers	1	EA	\$ 17.00	\$17.00	\$76.00	\$76.00	447.1%
16	L-100-5.7	30 Amp 2 Pole 240V Circuit Breakers	2	EA	\$ 30.00	\$60.00	\$158.00	\$316.00	526.7%
17	L-100-5.8	30 Amp, 600Volt 2-Pole Fused Disconnect, Nema 3R, Installed	1	EA	\$ 600.00	\$600.00	\$834.00	\$834.00	139.0%
18	L-108-5.1	2 - #2 AWG, #2 Neutral,#6 Ground	1,400	LF	\$ 13.00	\$18,200.00	\$13.50	\$18,900.00	103.8%
19	L-110-5.1	1-2" PVC, Direct Buried, with #6 Solid Copper Counterpoise	400	LF	\$ 15.00	\$6,000.00	\$21.50	\$8,600.00	143.3%
20	L-110-5.2	2-2" PVC, Direct Buried, with #6 Solid Copper Counterpoise	630	LF	\$ 17.00	\$10,710.00	\$29.00	\$18,270.00	170.6%
21	L-110-5.3	2-2" HDPE, Directional Bore, with #6 Solid Copper Counterpoise	275	LF	\$ 65.00	\$17,875.00	\$115.00	\$31,625.00	176.9%
22	L-115-5.1	L-867E 24" DIA Junction Can	3	EA	\$ 1,200.00	\$3,600.00	\$2,388.00	\$7,164.00	199.0%
						Subtotal		\$155,690.00	146.7%

Salida Airport - Harriet Alexander Field
ANK AWOS Replacement & Relocation
County Project No. TBD

BID BOND

Recitals:

1. Pro Electrical Contractors, Inc., P.O. Box 694, Cedaredge, CO 81413

"Contractor," has submitted its Contractor's Proposal to Chaffee County and the City of Salida, "Owner," for the construction of public work for the **ANK AWOS Replacement & Relocation** project for the Salida Airport - Harriet Alexander Field in accordance with the Notice of Invitation to Bid.

2. RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615

corporation, hereinafter called: "Surety," is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 5% of the total amount of the Contractor's Proposal and inures to the benefit of the Owner.

2. This Bond is exonerated by (1) the Owner rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Bid, otherwise it remains in full force and effect for the recovery of loss, damage and expense of the Owner resulting from failure of Contractor to act as agreed to in its Bid. Some types of possible loss, damage and expense are specified in the Contractor's Bid.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the Owner may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: April 26, 2023

By: K'Anne E. Vogel

By: _____

Title: K'Anne E. Vogel, Attorney-in-Fact

Title: E. Shane Lance, Vice President

"Surety"

"Contractor"

STATE OF COLORADO

COUNTY OF WELD)ss

On April 25, 2023

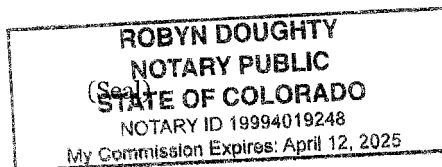
before me personally appeared K'Anne E. Vogel,

know to me to be the person whose name is subscribed to the within instrument as attorney in Fact of _____

RLI Insurance Company a corporation thereto as surety, and as Attorney in Fact.

Notary Public

(NOTE: Affix corporate seals.)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy J. Blanchard, Christina L. Townsend, Vickie Golobic, Mary Ann Eurich, Jennifer J. Walker, Barbara J. Arnold, Ruth Anne Lindsay, Robert Charles Torrez, Nikki M. Mosbrucker, Ashley K. Anderson, Lynn Christine Bosman, K. Anne E. Vogel, Nicole Lee McGuire, jointly or severally

in the City of Colorado Springs, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 5th day of October, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 5th day of October, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 26th day of April, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Salida Airport – Harriet Alexander Field
ANK AWOS Replacement & Relocation
County Project No. TBD

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder for the aforementioned project, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposed, assure the Owner(s) that I am able to produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit my bid bond.

E. Shane Lance, Vice President
Name and Title of Signer (Type or Print)

E. Shane Lance
Signature

Pro Electrical Contractors, Inc.
Contractor Name

April 26, 2023
Date

Bid of: Pro Electrical Contractors, Inc.

Salida Airport – Harriet Alexander Field
ANK AWOS Replacement & Relocation
County Project No. TBD

ATTACHMENT A – LIST OF SUBCONTRACTORS
(To Be Completed by the Prime Contractor – Submitted With Bid)

In compliance with bidding requirements, the undersigned hereby submits the names (in the table below) of all Subcontractors, anticipated to be used in the work required to complete **ANK AWOS Replacement & Relocation** project.

The Prime Bidder must demonstrate a **self-performance minimum of 10%** of the contract at the time of bid. If the percentage of work shown within the table below exceeds 90% at the time of bid, it may deem the bid as non-responsive and disqualify the bid.

The bidder certifies that all Subcontractors listed are eligible to perform work on public projects.

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK
1. Mesotech International	2731 Citris Rd. Rancho Cordova, CA	30	AWOS Supply/Install	\$130k
2. R.E. Belden Const.	PO Box 1019 Cedaredge, CO	27	HD Bore	\$20k
3. Elevated Excavation	1683 H Lane Delta, CO	2	Excavation	\$75k
4.				
5.				

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK
6.				
7.				
8.				
9.				
10.				

THE TOTAL PROPOSED CONTRACT VALUE OF DBE FIRM UTILIZATION LISTED ON THE PRIOR PAGE IS \$ 0.00 OR 0 %
OF THE TOTAL BID AMOUNT.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE
CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH CHAFFEE COUNTY.

E. Shane Lance, Vice President, Pro Electrical Contractors, Inc.
Name (Type or Print) Title of Signer (Type or Print)


Signature

April 26, 2023
Date

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 Salida, Colorado in Chaffee County.

A3 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

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for

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

the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

Certification of Compliance with FAA Buy American Preference – Construction Projects

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

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

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

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

Required Documentation

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

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

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

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

False Statements: Per 49 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.

April 26, 2023

Date

Pro Electrical Contractors, Inc.

Company Name

E. Shane Lance

Signature

Vice President

Title