



PROJECT MANUAL

6 Unit T-Hangar

St. James Municipal Airport (JYG)

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN



Real People. Real Solutions.

Bolton-Menk.com

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

6 UNIT T-HANGAR

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

CITY OF ST. JAMES

ST. JAMES, MN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 

Date: March 10, 2026

Silas Parmar, P.E.
License No. 48688

TABLE OF CONTENTS
6 UNIT T-HANGAR
ST. JAMES MUNICIPAL AIRPORT (JYG)
25X.139514
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
CITY OF ST. JAMES
ST. JAMES, MN

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract	
00 01 05	CERTIFICATIONS PAGE
00 01 10	TABLE OF CONTENTS
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 41 00	BID FORMS
00 41 10	CERTIFICATION OF NON-SEGREGATED FACILITIES
	BIDDER'S COLLECTION FORM
00 41 30	CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE
00 41 60	FOSTERING SMALL BUSINESS PARTICIPATION
00 43 13	BID SECURITY FORM
00 45 16	BIDDERS QUALIFICATIONS
00 51 00	NOTICE OF AWARD
00 51 11	RESPONSIBLE CONTRACTORS SUBCONTRACTORS LIST
00 52 00	AGREEMENT FORMS
00 55 00	NOTICE TO PROCEED
00 61 13.13	PERFORMANCE BOND FORM
00 61 13.16	PAYMENT BOND FORM
00 61 90	CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT
00 70 00	FAA GENERAL PROVISIONS
00 80 00	SPECIAL PROVISIONS

Specifications

6 UNIT T-HANGAR DESIGN BUILD REQUEST FOR PROPOSAL (RFP)

APPENDICES

- Geotechnical Report
- Construction Safety and Phasing Plan
- Aviation - Special Notice
- Federal Wage Rates
- State Wage Rates
- Truck Rental Rates

DRAWINGS (UNDER SEPARATE COVER):

7 sheets numbered G0.01 through E1.02, inclusive, dated March 10, 2026, and with each sheet bearing the following general title:

6 Unit T-Hangar
City of St. James

*****END OF SECTION*****

ADVERTISEMENT FOR BIDS

6 Unit T-Hangar
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
City of St. James
St. James, MN

RECEIPT AND OPENING OF PROPOSALS: Proposals for the work described below will be received online through QuestCDN.com until 10:00 A.M. on Wednesday, April 1, 2026 at which time the bids will be opened and publicly read online via Microsoft Teams. Please use the link or call-in number/conference ID below to see and/or hear the bid opening results:

- 1. Microsoft Teams Meeting Link: <https://bit.ly/stjahangar>
- 2. Call: 612-428-8778, Conference ID 711 508 466#

DESCRIPTION OF WORK: The work includes the construction of approximately:

ITEM	QTY	UNIT
6 UNIT T-HANGAR, COMPLETE DESIGN-BUILD	1	LS

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Truck Rentals, Targeted Group Business Program Goals, and Veteran-Owned Small Business, Equal Employment Opportunity Provisions, Buy American Iron and Steel Provisions, and Build America Buy America. **No DBE goals apply to this contract per 49 CFR Part 26 as amended by the 10/3/25 IFR.**

COMPLETION OF WORK: All work under the Contract must be complete by December 18, 2026.

PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION: The plan holders list, addendums and bid tabulations will be available for download on-line at www.questcdn.com or www.bolton-menk.com.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.questcdn.com or www.bolton-menk.com. You may view the digital plan documents for free by entering Quest project # 10032788 on the website’s Project Search page. Documents may be downloaded for \$50.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

BID SUBMITTAL: A bid shall be submitted online no later than the date and time prescribed. For this project, the Owner will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

RESPONSIBLE CONTRACTOR: All prospective contractors must comply with the minimum criteria for a “responsible contractor” as defined in Minn. Stat. § 16C.285, subd. 3. A false statement under oath verifying compliance with any of the minimum criteria will make the contractor ineligible for the project and may result in contract termination.

BID SECURITY: A Proposal Bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of St. James shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

DATED: March 10, 2026 /s/ Amanda Knoll
City Manager

Published: St. James Plaindealer March 19, 2026

QuestCDN: March 11, 2026

******END OF SECTION******

INSTRUCTIONS TO BIDDERS

	Page
ARTICLE 1 – Defined Terms	2
ARTICLE 2 – Bidding Documents	2
ARTICLE 3 – Qualifications Of Bidders	3
ARTICLE 4 – Pre-Bid Conference	3
ARTICLE 5 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
ARTICLE 6 – Bidder’s Representations and Certifications	4
ARTICLE 7 – Interpretations and Addenda	5
ARTICLE 8 – Bid Security	5
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Substitute and Or-Equal Items	6
ARTICLE 11 – Subcontractors, Suppliers, and Others	6
ARTICLE 12 – Preparation of Bid	7
ARTICLE 13 – Basis of Bid	8
ARTICLE 14 – Submittal of Bid	8
ARTICLE 15 –Modification and Withdrawal of Bid	8
ARTICLE 16 – Opening of Bids	8
ARTICLE 17 – Bids to Remain Subject to Acceptance	8
ARTICLE 18 – Evaluation of Bids and Award of Contract	8
ARTICLE 19 – Bonds and Insurance	9
ARTICLE 20 – Signing of Agreement	9
ARTICLE 21 – Sales and Use Taxes	10
ARTICLE 22 – Contracts to Be Assigned	10

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the FAA General Provisions and FAA Special Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other sources, or for a Bidder's failure to obtain Addenda if they are not a registered plan holder.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, after submitting its Bid and within 5 days of Owner’s request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder’s state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.

ARTICLE 4—OTHER REQUIRED INFORMATION REGARDING QUALIFICATIONS PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 1) Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the FAA General Provisions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Section 20-06 of the FAA General Provisions will apply.

B. *Underground Facilities: : Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.*

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. No other site related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder may visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.

B. Bidder shall conduct the required Site visit during normal working hours.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

This document is a MODIFIED version of EJCDC® C-200, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to the Issuing Office. Contact information and submittal procedures for such questions are as follows:

12224 Nicollet Avenue, Burnsville, MN 55337-1649, (952) 890-0509
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Section 20 of the FAA General Provisions. Such Bid bond will be issued in the form included in the Bidding Documents or the unmodified EJCDC version of the same form.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 120 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 All work shall be completed by December 18, 2026.

This document is a MODIFIED version of EJCDC® C-200, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Section 30 of the FAA General Provisions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. There are no key categories of work.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Section 30-03 of the FAA General Provisions.

This document is a MODIFIED version of EJCDC® C-200, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed.
 - B. Paper bids, if applicable, must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.
 - C. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - D. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 When submitting a paper bid, if Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 When submitting a paper bid, all names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

13.02 Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. Paper bids, if applicable, must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted. Paper bids that are not accepted will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the total amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder(s) when alternate(s) are submitted, Bids will be compared on the basis of the sum of the base bid and the alternate(s) selected by the Owner for award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Section 30-05 of the FAA General Provisions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 30-06 of the FAA General Provisions.

ARTICLE 21—SALES AND USE TAXES

21.01 Sales tax is to be included in the Bid.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

ARTICLE 23—22.01 NO SUPPLEMENTARY CONDITIONS IN THIS ARTICLE.

Items to Be Submitted with the Bid

for

6 Unit T-Hangar

St. James Municipal Airport (JYG)

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN

BID FORMS

6 Unit T-Hangar
St. James Municipal Airport (JYG)
25X.139514
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
City of St. James
St. James, MN

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the FAA General Provisions, and the FAA Special Provisions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of St. James, 1205 6th Avenue S., PO Box 70, St. James, MN 56081. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of St. James electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Form (Section 00 41 00)
 - B. Certificate of Non-Segregated Facilities (Section 00 41 10)
 - C. Bidder’s Collection Form
 - D. Buy American Certificate (Section 00 41 30)
 - E. Fostering Small Business (Section 00 41 60)
 - F. Required Bid security (Section 00 43 13)

ARTICLE 3—BASIS OF BID

- 3.01 Lump Sum Bids
- 3.02 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ Online Bidding
--------------------	-------------------

ARTICLE 4—TIME OF COMPLETION

4.01 All work shall be completed by December 18, 2026.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

5.04 The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

5.05 Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

- A. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
- B. Has 50 or more employees.
- C. Is a Prime Contractor or first tier Subcontractor.
- D. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.

5.06 **No DBE goals apply to this contract per 49 CFR Part 26 as amended by the 10/3/25 IFR.**

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

This document is a MODIFIED version of EJCDC® C-410, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

This document is a MODIFIED version of EJCDC® C-410, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. By signing this Bid, Bidder certifies under oath that Bidder is in compliance with each of the minimum criteria listed in Minnesota Statute § 16C.285 Subdivision 3, with the exception of clause (7) "RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED", at the time of submitting this bid. Bidder acknowledges that if Bidder's certification is later found to be false, it may result in termination of a construction contract that has already been awarded. Bidder also acknowledges that Owner is not liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor falsely verified that it meets the minimum criteria.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

PART 1 -- GENERAL

The Federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, any segregated facilities at any of his establishments and that 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 he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that 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 his 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 on a 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 he has obtained identical certifications from proposed subcontractors for specific time periods) 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 he will retain such certifications in his files.

CONTRACTOR OR SUBCONTRACTOR:

DATE:

FORM TO BE COMPLETED AND SUBMITTED WITH THE BID

******END OF SECTION******

ATTACHMENT 3

Bidder's List Collection Form

The following form is to be completed at the time of bid submittal.

AIP Project: 3-27-0139-018-2026/019-2026	Airport: Winsted Municipal Airport	Location: Winsted, MN
-------------------------------------------------	-------------------------------------------	------------------------------

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. **The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).** The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

Prime Contractors and/or Subcontractors Bidding on the Project

Firm Name	Firm Address/ Phone #	NAICS Code(s) of Scope(s) Bid	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

**DOCUMENT 00 41 30 CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE -
EQUIPMENT/BUILDING PROJECTS (A4.33)
Buy American Certification**

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) 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 steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply —other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 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 refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non- domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

False Statements: Per 49 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

******END OF SECTION******

BID SECURITY FORM

Bidder Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: City of St. James Address (<i>principal place of business</i>): 1205 6th Avenue S., PO Box 70 St. James, MN 56081	Bid Project (<i>name and location</i>): 6 Unit T-Hangar - St. James, MN Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title:	Title:
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Items to Be Executed After Bid Opening

for

6 Unit T-Hangar

St. James Municipal Airport (JYG)

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN

BIDDERS QUALIFICATIONS

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type: _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer or supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- T-Hangar materials per the included Request for Proposal (RFP)
- Granular Subbase
- Aggregate Base
- Concrete Pavement
- Storm Sewer
- Pavement Marking
- Landscaping Material

****END OF SECTION****

**RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST
FIRST-TIER SUBCONTRACTORS LIST**

PROJECT NUMBER: 25X.139514

The Contractor must submit a signed copy of this form prior to contract execution.

If subcontractors are added to the project after contract execution, Contractor shall submit an updated signed certification before any work is done by that subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on this form have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285 Subdivision 3.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

AGREEMENT FORMS

This Agreement is by and between City of St. James (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the FAA General Provisions and the FAA Special Provisions .

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Project 25X.139514 - 6 Unit T-Hangar

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Construction of 6 Unit T-Hangar

ARTICLE 3—ENGINEER

3.01 The Owner has retained Bolton & Menk, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 Time Is of The Essence

- A. All work shall be completed by December 18, 2026.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

This document is a MODIFIED version of EJCDC® C-520, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Section 40 of the FAA General Provisions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. For all awarded Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - D. The Work awarded shall include:
 - 1. Base Bid

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Applications for Payment shall be submitted and processed in accordance with Section 90 of the FAA General Provisions or as modified by the Supplemental Conditions.
- 6.02 Progress Payments; Retainage
- A. Owner shall make progress payments during performance of the work on the basis of Contractor's Applications for Payment dated on or about the 25th day of each month of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the FAA General Provisions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the Work completed (with the balance being retainage).
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Section 90 of the General Provisions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:
 - 1. Operations Manuals, as built drawings, and submittals required by the contract documents, and

2. Payroll documents for projects with prevailing wage requirements, and
3. IC 134, and
4. Lien Releases, if required.
 - a. Mn Department of Commerce Form 40.5.1.

<http://www.commerce.state.mn.us/UCB/40.5.1.pdf> or equal.

6.03 Progress Payment to Subcontractors

- A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:
 1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.
 2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.
 3. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor.
 4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Section 90-11 of the FAA General Provisions.

6.05 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

- A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Contractors Safety Plan Compliance Document (SPCD) Statement
 4. FAA General Provisions

This document is a MODIFIED version of EJCDC® C-520, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

5. FAA Special Provisions.
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: 6 Unit T-Hangar.
 8. State/Federal Prevailing Wage Rates contained in the Bidding Documents.
 9. Addenda (numbers ___ to ___, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 - b. Certification of Non-Segregated Facilities
 - c. Bidder's Collection Form
 - d. Buy American
 - e. Responsible Contractor
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or

subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

This document is a MODIFIED version of EJCDC® C-520, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

8.03 Standard General Conditions

- A. Owner stipulates that if the Owner stipulates that if the FAA General Provisions that are made a part of this Contract and if Owner is the party that has furnished said FAA General Provisions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Special Provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of St. James

(typed or printed name of organization)

_____ (typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

Amanda Knoll

(typed or printed)

Name:

(typed or printed)

Title:

City Manager

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

1205 6th Avenue S., PO Box 70

St. James, MN 56081

Address for giving notices:

Designated Representative:

Designated Representative

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

This document is a MODIFIED version of EJCDC® C-520, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

NOTICE TO PROCEED

Owner: City of St. James Owner's Project No.: FAA AIP 3-27-0137-022-
Engineer: Bolton & Menk, Inc. Engineer's Project No.: 25X.139514
Contractor: _____ Contractor's Project No.: _____
Project: 6 Unit T-Hangar
Contract Name: 6 Unit T-Hangar
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Section 80 of the FAA General Provisions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

The Substantial Completion and Final Completion must be achieved in accordance with the requirements of the Agreement.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner: City of St. James

By (signature): _____

Name (printed): Amanda Knoll

Title: City Manager

Date Issued: _____

Copy: Engineer

PERFORMANCE BOND FORM

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of St. James</p> <p>Mailing address <i>(principal place of business)</i>: 1205 6th Avenue S., PO Box 70 St. James, MN 56081</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: 6 Unit T-Hangar - St. James, MN</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

This document is a MODIFIED version of EJCDC® C-610, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions

This document is a MODIFIED version of EJCDC® C-610, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. Contractor Default—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

PAYMENT BOND FORM

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of St. James Mailing address <i>(principal place of business)</i> : 1205 6th Avenue S., PO Box 70 St. James, MN 56081	Contract Description <i>(name and location)</i> : 6 Unit T-Hangar - St. James, MN Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

DOCUMENT 00 61 90 CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) STATEMENT
(To be executed after bid is awarded and prior to Notice to Proceed)

To: City of St. James 1205 6th Avenue S., PO Box 70 St. James, MN 56081	Date: _____ Project: 6 Unit T-Hangar St. James Municipal Airport (JYG) FAA AIP 3-27-0137-022-2026 FAA AIG 3-27-0137-023-2026 BMI Number 25X.139514
-------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------

I, _____, have read the 6 Unit T-Hangar Contractor's Safety Plan Compliance Document,
 approved on _____, and will abide by it as written and with the following additions as noted:

Additional pages are attached as needed for additions to the CSSP by the Contractor.

By: _____
(Signature) (Title)

In the event the bidder/offeree does not receive Notice to Proceed, any and all representations in this SPCD Statement shall be null and void.

ACCEPTANCE OF SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

I, Silas Parmar, have reviewed and approve of the Contractor's SPCD and hereby give the Contractor notice to proceed with proposed construction.

	BOLTON & MENK, INC.
--	---------------------

BY: _____
 TITLE: _____
 DATE: _____

FORM TO BE COMPLETED AND SUBMITTED BY APPARENT LOW BIDDER

******END OF SECTION******

CONSTRUCTION SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

PART 1 -- GENERAL

The purpose of the Construction Safety Plan Compliance Document (SPCD) is to:

- Detail how the Contractor shall comply with the Construction Safety Phasing Plan (CSPP) Narrative in the Plans.
- Identify those details the airport operator determines cannot be addressed before contract award.

PART 2 -- CONTRACTOR'S RESPONSIBILITIES

The Contractor is responsible for complying with the CSPP and SPCD. The Contractor shall:

Submit a Safety Plan Compliance Document (SPCD) to the airport operator. The SPCD must include a certification statement by the Contractor that indicates the operational safety requirements of the CSPP are understood and it asserts that the Contractor shall not deviate from the approved CSPP and SPCD unless written approval of the revision is granted by the airport operator.

Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and Contractor employees.

Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

Identify in the SPCD the Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.

Conduct inspections sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

Ensure that no Contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of Contractor equipment such as tall equipment (cranes, concrete pumps, other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator.

The SPCD shall include assigned copy of Form 00619 – Contractors Safety Plan Compliance Document Statement. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. The SPCD should not duplicate information in the CSPP. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should include the following:

(1) Coordination. Discuss details of proposed safety meetings with the airport operator and with Contractor employees and subcontractors.

(2) Phasing. Discuss proposed construction schedule elements, including:

- (a) Duration of each phase.
- (b) Daily start and finish of construction, including "night only" construction.
- (c) Duration of construction activities during:

This document is a MODIFIED version of EJCDC® C-612, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

- (i) Normal runway operations.
- (ii) Closed runway operations.
- (iii) Modified runway "Aircraft Reference Code" usage.

(3) Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

(4) Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.

(5) Contractor access. Provide the following:

- (a) Details on how the Contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
- (b) Listing of individuals requiring driver training (for certificated airports and as requested).
- (c) Radio communications.
 - (i) Types of radios and backup capabilities.
 - (ii) Who will be monitoring radios.
 - (iii) Whom to contact if the ATCT cannot reach the Contractor's designated person by radio.
- (d) Details on how the Contractor will escort material delivery vehicles.

(6) Wildlife management. Discuss the following:

- (a) Methods and procedures to prevent wildlife attraction.
- (b) Wildlife reporting procedures.

(7) Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.

(8) Hazardous material (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.

(9) Notification of construction activities. Provide the following:

- (a) Contractor points of contact.
- (b) Contractor emergency contact.
- (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
- (d) Batch plant details, including 7460-1 submittal.

(10) Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.

(11) Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.

(12) Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.

(13) Special conditions. Discuss proposed actions for each special condition identified in the CSPP.

(14) Runway and taxiway visual aids including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

- (a) Equipment and methods for covering signage and airfield lights.
- (b) Equipment and methods for temporary closure markings (paint, fabric, other).
- (c) Types of temporary Visual Guidance Slope Indicators (VGSI).

(15) Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

This document is a MODIFIED version of EJCDC® C-612, Copyright© 2018 by NSPE, ACEC, and ASCE. All rights reserved.

(16) Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.

(17) Protection of runway and taxiway safety areas including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

(a) Equipment and methods for maintaining Taxiway Safety Area standards.

(b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

(18) Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

******END OF SECTION******

FAA General Provisions

6 Unit T-Hangar

St. James Municipal Airport (JYG)

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

Paragraph Number	Term	Definition
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
Paragraph Number	Term	Definition

10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.

10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of St. James.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None for this Project.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). *See Section 00 11 13.*

20-02 Qualification of bidders. *See Instructions to Bidders, Article 3.*

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

Mobilization is limited to 10 percent of the total project cost.

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

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. *See Instructions to Bidders, Article 12*

20-08 Responsive and responsible bidder. *See Instructions to Bidders, Article 3.*

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

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

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

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

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

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

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. *See Instructions to Bidders, Article 8.*

20-11 Delivery of proposal. *See Instructions to Bidders, Article 14*

20-12 Withdrawal or revision of proposals. *See Instructions to Bidders, Article 15.*

20-13 Public opening of proposals. *See Instructions to Bidders, Article 16.*

20-14 Disqualification of bidders. *See Instructions to Bidders, Article 18 and below:*

A bidder shall be considered disqualified for any of the following reasons:

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

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. *See Instructions to Bidders, Article 6 and below:* A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) calendar days prior to bid opening.

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

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. *See Instructions to Bidders, Article 18 and below*

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

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

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein

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

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. *See Instructions to Bidders, Article 17.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. *See Instructions to Bidders, Article 20.*

30-07 Approval of contract. *See Instructions to Bidders, Article 20.*

30-08 Failure to execute contract. *See Instructions to Bidders, Article 8.*

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

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

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

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

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

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

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

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

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

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

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

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

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

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

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

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

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

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. *See Section 00 80 00 Special Provisions.*

50-05 Cooperation of Contractor. The Contractor shall be supplied an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

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

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

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): Electronic. This shall be applicable to all survey(s) throughout these specifications.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

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

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

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

Various measures such as videotape or photographs may be required to document existing conditions prior to start of construction. Construction traffic should be kept off airport pavements to the extent possible.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

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

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

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

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

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

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

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

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

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

- b. Suitability of the material or assembly for the use intended in the contract work.

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

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

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

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

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

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

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

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

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer's field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

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

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. 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.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. 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) must be shown on the plans and is indicated as follows:

None At This Time

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 RPR.

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

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

70-07 Public convenience and safety. The Contractor shall control their operations and those of their 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 their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is located in the Construction Safety and Phasing Plan located in the project manual and a Construction Safety Plan is located in project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

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/RPR 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 their 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.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 Opening sections of the work to traffic. If it is 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 must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

PHASING IS ADDRESSED IN DETAIL IN THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP), LOCATED AS AN APPENDIX ITEM IN THIS SPECIFICATION.

THE MOST CURRENT VERSION OF A.C. 150/5370-2, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION, IS AN APPENDIX ITEM IN THIS SPECIFICATION.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, 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 their expense.

The Contractor shall make their 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.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, 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/or in the contract documents.

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 their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

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 RPR.

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.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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 RPR 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 RPR 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 their own 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, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Section 00 80 00 *Special Provisions – B1*.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

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

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

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

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

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

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor

shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Closed areas and limitations in any given area are addressed in detail in the Construction Safety And Phasing Plan (CSPP), located as an appendix in this specification.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner and coordinated with the FAA. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

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

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

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

80-07 Determination and extension of contract time. The time for completion (stated as number of calendar days,) shall be stated in the proposal (*Bid Forms*) and contract (*Agreement*) and shall be known as the Contract Time.

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

80-07.1 Contract time based on specific completion date. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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

Liquated damages shall be as described in 00 52 00 Agreement Forms, Article 4, Section 4.03.

Schedule	Liquidated Damages Cost	Completion Date
1	\$500 per day	December 18, 2026

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

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

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

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

payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

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

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

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

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

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

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

Measurement and Payment Terms

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

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received</p>

	<p>subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

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

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

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

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

- a. From the total of the amount determined to be payable on a partial payment, 5% (five percent) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:
 - (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.
 - (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.
- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

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

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and

are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

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

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

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

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Special Provisions

for

6 Unit T-Hangar

St. James Municipal Airport (JYG)

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN

INDEX

SECTION A **REQUIRED FEDERAL CONTRACT PROVISIONS**

- A1 ACCESS TO RECORDS AND REPORTS
- A2 AFFIRMATIVE ACTION REQUIREMENT **Error! Bookmark not defined.**
- A3 BREACH OF CONTRACT TERMS
- A4 BUY AMERICAN PREFERENCE **Error! Bookmark not defined.**
- 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 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
- A15 DRUG FREE WORKPLACE REQUIREMENT
- 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
- A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

SECTION B **LOCAL TERMS AND CONDITIONS**

- B1 CONTRACTOR’S INSURANCE REQUIREMENTS
- B1 DISPUTE RESOLUTION
- B2 RESIDENT PROJECT REPRESENTATIVE
- B3 SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

SPECIAL PROVISIONS

SECTION A – REQUIRED FEDERAL CONTRACT PROVISIONS

A1 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: 15%

Goals for female participation in each trade: 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 nonfederally 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 State of Minnesota, Watonwan County, and Owner is City of St. James.

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

Certification of Compliance with FAA Buy American Preference Statement

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 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

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.

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.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

City of St. James, 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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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 (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. 74087 (2005)];
- 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).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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.

A7 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 §§ 7401-7671q) 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 exceed \$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 \$29 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

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 § 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, 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 the 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 records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved

programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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) That 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) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the

Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 §§ 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 § 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 OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

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

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;

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

Bid Information submitted as a matter of responsibility:

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

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

The requirements of 49 CFR part 26 apply to this contract. It is the policy of City of St. James to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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 (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from City of St. James. The prime contractor agrees further to return retainage payments to each subcontractor within seven 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 City of St. James. This clause applies to both DBE and non-DBE subcontractors.

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

The prime contractor must not terminate a DBE subcontractor listed in bid (or an approved substitute DBE firm) without prior written consent of City of St. James. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from City of St. James. Unless City of St. James consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if City of St. James agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of St. James 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 City of St. James, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

Not Applicable.

A16 EQUAL EMPLOYMENT 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments

under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 must 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 areas 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all 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 therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs 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 work force.
- 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 nonsegregated 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 group 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, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of 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, sexual orientation, gender identity, 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 numbers, 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)

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

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

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

A19 PROHIBITION OF SEGREGATED FACILITIES

(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, sexual orientation, gender identity, 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

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

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A22 RIGHT TO INVENTIONS

Not Applicable.

A23 SEISMIC SAFETY

Not Applicable.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the

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

Certifications

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

Note

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

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

TERMINATION FOR CAUSE (CONSTRUCTION)

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

A26 TRADE RESTRICTION CERTIFICATION

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

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

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become

erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

A27 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.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

******END OF SECTION******

SPECIAL PROVISIONS

SECTION B – LOCAL TERMS AND CONDITIONS

B1 Contractor's Insurance Requirements

Prior to the commencement of this Agreement, the CONTRACTOR shall obtain certificates of all insurance required on a form approved by the OWNER, signed by an authorized representative of the insurance carrier. The certificates shall be submitted directly to the OWNER for review and approval with a record copy only to the ENGINEER for his files. The CONTRACTOR shall not begin any work until the OWNER has reviewed and approved the insurance certificates and has so notified the CONTRACTOR directly in writing. Any notice to proceed that is issued shall be subject to such approval by the OWNER.

The following is a listing of the coverage to be included in the liability insurance and to be clearly shown as covered on the insurance certificate. For work within railroad rights-of-way see paragraph (k) below.

- a. Comprehensive general liability insurance including premises-operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under General Provision 70-11, with limits of not less than \$2,000,000 combined single limit, including bodily injury liability and property damage liability. Lower basic general liability limits with existence of umbrella liability will be acceptable.
- b. Workers' compensation insurance and employees' liability insurance as required by law, with requirement that employers' liability insurance shall cover all employees with limits of not less than \$1,000,000 combined single limit, including bodily injury, sickness, disease and death liability.
- c. Automobile, bodily injury and property damage liability insurance, including coverage for all owned, hired vehicles and employers' non-ownership liability coverage with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability.
- d. The additional insured coverage required by General Provision 70-11 will extend to claims arising out of the CONTRACTOR's ongoing operations for the OWNER.
- e. The policy shall be a standard form policy provided for by a carrier approved by the State of Colorado and having an "AM BEST" ratings of A- and FSC VIII or better. The policies shall not contain any exclusion that will restrict coverage on any operations performed by this CONTRACTOR or any subcontractor hereof. At the time the CONTRACTOR delivers all certificates of insurance and other proof of insurance to OWNER, the CONTRACTOR shall include evidence of the carrier's "AM BEST" rating.
- f. It is a condition of the Contract that the policy or policies to be provided by the CONTRACTOR shall waive governmental immunity as a defense in any action brought against the insured by any other party to the Contract.
- g. The policy shall provide full insurance to cover all of the CONTRACTOR's operating exposures including the picking up of materials, the operation of vehicles, the operation of collection and processing sites, explosion, remote borrow site activities, collapse, underground hazards and contractual liability as required in General Provision 70-11.
- h. Approval of the insurance by the OWNER shall not in any way relieve or decrease the liability of the CONTRACTOR hereunder, and it is expressly understood that the OWNER or the ENGINEER

does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the CONTRACTOR'S interest or liabilities.

- i. Any insurance agent shall have in force for any coverage provided by this Contract Errors and Omissions Coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- j. The OWNER and ENGINEER shall be named and listed as additional insureds on the CONTRACTOR'S general liability policy. The inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- k. Whenever a Contract requires that work be performed within the right of way of a railroad or that materials be hauled across the tracks of a private crossing, the CONTRACTOR shall provide Railroad Protective Liability Insurance in accordance with MnDOT Specification 1708. The CONTRACTOR is advised that this increases coverage limits for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property to \$2,000,000 per occurrence and \$6,000,000 aggregate.
- l. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) day written notice to the OWNER, with a copy mailed to the ENGINEER.

Owner's Liability Insurance

- a. Reference is made is paragraph j. above, which shall apply.

Property Insurance

- a. All responsibility for maintaining property insurance on any project premises or structures owned, operated or being constructed by the CONTRACTOR remains solely with the CONTRACTOR, and such responsibility shall remain with the CONTRACTOR until such time as this Contract is terminated. Such coverage shall apply to the entire project for the period of this Contract, and include completed Work, Work in progress, and materials stored on-site, off-site or in-transit. Such insurance shall include as additional named insured: the OWNER, the ENGINEER and their consultants, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the OWNER.
- b. If the Work involves above ground structures, in any way, including but not limited to construction, demolition, renovation, and/or remodeling, the CONTRACTOR shall submit, before commencement of the Work, written evidence that it has obtained Builders' Risk "All-Risk" Completed Value Insurance Coverage. Such coverage shall apply to the entire project for the period of this Contract, and include completed Work, Work in progress, and materials stored on-site, off-site or in-transit. Such insurance shall include as additional named insured: the OWNER, the ENGINEER and their consultants, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the OWNER.

******END OF SECTION******

B2 DISPUTE RESOLUTION

SUBSECTION 70-22 – DISPUTE RESOLUTION

Add the following Subsection 70-22 to Section 70

OWNER and CONTRACTOR agree that they shall submit any and all unsettled claims, counterclaims, disputes or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to the following Mediation / Arbitration procedure for dispute resolution.

1. Mediation Procedure
 - a. Notice to Invoke Procedure

Should a dispute arise over the interpretation or application of this Agreement, which cannot be resolved by negotiations between the parties, they shall invoke this Mediation Procedure before proceeding to litigation. Either party may invoke the Procedure by giving written notice to the other. The notice shall include the designation of an executive officer with authority to engage in mediation and settle the dispute.
 - b. Response

Within fourteen (14) business days of a notice given as provided above, the other party shall respond, designating an executive officer with authority to engage in mediation and settle the dispute on its behalf.
 - c. Submission

Within five (5) business days of a response given as provided above, the parties shall select a mutually acceptable neutral third party, who shall act as mediator, and schedule the first mediation session to resolve the dispute. All mediation meetings shall be held at the offices of the Owner unless otherwise agreed.
 - d. No Resolution through Mediation

In the event the parties are unable to reach a resolution of the dispute through the Mediation Procedure, described herein, each party agrees to enter into Arbitration in accordance with the terms and conditions of Subsection 70-22, 2 of the Supplementary Provisions.
 - e. Confidentiality

To the extent permissible under Minnesota Data Practices Act and the Minnesota Open Meeting Law, by entering into this Mediation Procedure, the parties shall be taken to agree that the entire proceeding is confidential; that the parties, their representatives and the Neutral Third Party must keep confidential all statements, whether oral or written, made in this proceeding, and all other matters relating to the proceeding, including the settlement agreement, except when, and insofar as its disclosure is necessary to implement and enforce such agreement. All such matters will be inadmissible and not subject to discovery in any litigation, arbitration, or other proceeding.

The Neutral Third Party will be disqualified as a witness, consultant, or expert for any part to this proceeding, and his opinions, records or notes in this proceeding will be inadmissible in any litigation, arbitration or other proceeding.

2. Arbitration Agreement

- a. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Subsection 90-09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16.02. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16.02 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- b. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with Subsection 50-01 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with Subsection 50-01; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER will be made later than thirty (30) days after the party making such demand has delivered written notice of intention to appeal.
- c. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 2.b as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in event shall any such demand be made after that date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- d. Except as provided in paragraph 2.e below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:
1. The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
 2. Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
 3. The written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- e. Notwithstanding paragraph 2.d if a claim, dispute or other matter in questions between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER AND CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 2.e nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.
- f. If the amount of the dispute submitted for arbitration was less than or equal to \$ 15,000, the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.
- g. If the amount of the dispute submitted for arbitration was greater than \$ 15,000, the award rendered by the arbitrators may be accepted by all parties and judgment may be entered upon it in any court having jurisdiction; or any party may choose to reject the proposed award of the arbitrators and elect to pursue other legal remedies that are available.
- h. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating

against the other a demand for arbitration pursuant to paragraphs 2.a through 2.f, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 2.b and 2.c above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

*****END OF SECTION*****

SPECIAL PROVISIONS

SECTION B – LOCAL TERMS AND CONDITIONS

B3 RESIDENT PROJECT REPRESENTATIVE

General

If the OWNER and ENGINEER choose to furnish a Resident Project Representative (RPR), assistants and other field staff, they shall assist the ENGINEER in observing performance of the Work of the CONTRACTOR. There is no expressed, written or implied guarantee that an RPR will be on site at all times.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in the construction Contract Documents, and are further limited and described as follows:

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

Duties and Responsibilities of RPR

Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.

Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples:

Record date of receipt of Shop Drawings and samples.

Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections and Tests:

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for examination, or requires special testing, inspection or approval.

Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

Records:

Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Record names, addresses and telephone numbers of all CONTRACTOR'S, subcontractors and major suppliers of materials and equipment.

Reports:

Furnish ENGINEER periodic reports as required of progress of the work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

Completion:

Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Limitations of Authority

Resident Project Representative (RPR)

Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.

Shall not undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

Shall not authorize OWNER to occupy the Project in whole or in part.

Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

******END OF SECTION******

SPECIAL PROVISIONS

SECTION B – LOCAL TERMS AND CONDITIONS

B4 SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Provisions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version.			
DWG	Autodesk® AutoCAD .dwg format Version.			
DOC	Microsoft® Word .docx format Version.			
EXC	Microsoft® Excel .xls or .xml format Version.			
DB	Microsoft® Access .mdb format Version.			

*****END OF SECTION*****

Technical Specifications
for
6 Unit T-Hangar
St. James Municipal Airport (JYG)
25X.139514
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
City of St. James
St. James, MN



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

Date: March 10, 2026

To: Design-Build Teams

RE: **6 Unit T- Hangar Design-Build Request for Proposal (RFP)**
St. James Municipal Airport (JYG)
St. James, MN

1. BUILDING DESIGN CRITERIA

- a. Proposed 6 Unit T- Hangar Building shall provide a pre-engineered metal building approximately 147-feet long by 54-feet wide with each hangar bay 42-feet wide. The entire building shall have a frost footing. Each unit shall have its own door as required. The building shall include roof insulation; however, insulation between bays is not required.
- b. Hangar Building shall meet the following minimum dimensions:
 - i. Number of Units Six (6)
 - ii. Building Length 147' - 0"
 - iii. Building Width 54' - 0"
 - iv. Clear Door Opening 42' - 0"W x 14' - 0"H
 - v. Pedestrian Door Opening 3' - 0"W x 7' - 0"H
 - vi. Garage Door Opening 12' - 0" x 12' - 0"
- c. Design loads shall be in accordance with 2021 IBC Building code standard design practices.

2. BUILDING GENERAL REQUIREMENTS

- a. Contractor is responsible for the design of the building, footings, foundation wall, floor slab, and all associated components. Design drawings shall be certified by a licensed Engineer in the State of Minnesota to meet all specified criteria.
- b. Contractor is required to obtain all permits required for construction.
- c. Contractor is required to complete all construction staking and materials testing for required construction.

- d. Unit Price submitted for Bid Item "6 Unit T- Hangar, Complete Design Build" shall include, but is not limited to, the following:
 - i. Building Footings and Foundation Wall (including subgrade preparation)
 - ii. Reinforced Concrete Hangar Floor
 - iii. Hangar Building and Erection
 - iv. Hangar Doors and Operating Equipment
 - v. Overhead Garage Doors
 - vi. Building Electrical
 - vii. Civil Site Work
 - viii. Site Restoration
 - ix. Construction Staking
 - x. Construction Materials Testing and Special Inspections
 - xi. All Required Permits

- e. The Statement of Estimated Quantities included in the project plans are for estimation purposes only. The contractor shall be responsible for estimating quantities for the bid. No additional payment will be made for additional quantities and shall all be included within the lump sum bid item.

3. BUILDING MANUFACTURER

- a. Building manufacturers and suppliers shall have recent experience within the past five years of completing similar hangar projects in similar climates.

- b. Bidders shall base their bids on furnishing steel buildings manufactured by **Erect-A-Tube, Inc., Metallic Building Systems, American Buildings, Nucor, Commander Builders, R&M Steel, Behlen Building Systems, Kirk Airport Solutions, Butler Manufacturing, and AGI Sentinel** unless an alternate supplier has been reviewed and approved by the Engineer. **All request for alternative building supplier must be submitted to the Engineer 10 calendar days prior to the bid opening.** Request must include sufficient information for the Engineer to approve the substitution.

4. HANGAR BUILDING DESIGN ITEMS

a. ROOF

Standing seam metal roof shall be provided. 24 gauge with rib height 3", with seam designed for weather tightness, concealed fasteners, conforming to ASTM specification E1514-98. Class 90 rated wind uplift. PVDF paint finish. Panel coverage shall be 24" and shall be furnished full length from building eave to ridge purlin. Minimum 5-year weather tight warranty. Roof sheets shall extend 12" beyond the eave line on side walls.

b. EXTERIOR WALLS

- i. Wall sheet and hangar bi-fold doors shall be 26 ga. conforming to ASTM specification A446 with a silicone polyester coating. Panel coverage shall be 36" and furnished full length. Panel configuration shall be 1-1/4" minimum major ribs 12" on center.

Sheeting should have a minimum yield of 80 ksi. Wall sheet shall be furnished full height. Minimum 35-year limited warranty.

c. INTERIOR WALLS

- i. Partition sheet shall be 29 ga. Sheeting should have a minimum yield of 80 ksi. Partition sheeting to be full-height or as specified. Panel shall be furnished in full height and include bird-proofing trim between partition sheet and roof decking. Provide space at base to prevent buckling of panel.

d. TRIM

- i. Building trim shall include eave trim, gable trim, corner trim, service door trim, bi-fold hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart. All trims to be hemmed. Trim pieces shall be packaged for shipment at factory.

e. BI-FOLD DOORS

- i. Bi-fold doors shall be integral with hangar building design. Door framing members shall be square tube jig welded in full size panels to eliminate any field welding. Door frames shall have pre-located top hinges factory located to align with pre-located door truss hinges on door header to eliminate field welding. Structural steel shall be ASTM A500 Grade B square structural welded steel tubing.
- ii. Electric bi-fold door operator may be top or bottom mounted operator on center of door truss and shall be provided with adjustable turnbuckles and fastened securely. Motor shall be 3/4 H.P. (minimum) 230 V.A.C. single-phase thermally protected and supplied with a reset button. Motor shall be totally enclosed capacitor start. Lift strap shall be a direct drive drum by shaft mounted gearbox. Gearbox shall be oil bath two-stage gearbox, bronze worm gear, hardened steel spur gears, tapered roller and ball bearings. Door operator shall be pre-wired at factory complete with 24 V.A.C. momentary up and down pressure-down push button control, magnetic controllers, geared rotary limit switch attached to lift strap designed to coordinate reversing operation, spring set electric brake, and up-stop safety switch; over-ride safety mercury tilt switch to disconnect power in case of over travel. Power connection shall be by heavy-duty 230-volt plug for easy connection.
- iii. Each bi-fold door shall be provided with 3'-0" W x 7'-0" H white steel flush entry door, 1-3/4" 24 ga. polyurethane foam core thermal broke leaf with R-12 insulation value, 16 ga. white thermal broke frame, dual seal bulb weather-stripping, and ANSU A156.2 Series 4000, Grade 2 lever lockset keyed, master keyed and three spring hinges. The spring hinges shall be UL rated, Grade 1, square steel plated with radius corners. Finish to be Satin Nickel. Include hex wrench for spring adjustment.
- iv. Provide two (2) 12-foot wide x 12-foot high sectional overhead doors, 2" thick, 26 gauge interior and exterior steel, polyurethane insulation to provide an R-value of 16. Provide 3" galvanized steel track system with ball bearing rollers. Provide quality weather stripping and draft seals on sides, top, and bottom. Each overhead shall be

motor operated with a ceiling mounted motor with a minimum of ½ HP. Provide two (2) remote controls per each.

f. ROOF VAPOR BARRIER

- i. Insulation to be 2-3/4" (R-8) fiber glass insulation laminated to a white Metalized Polypropylene Scrim Kraft facing. System R values under ASTM C1136.

g. WEATHER SEALS

- i. The sides and center of each bi-fold door shall be sealed with 2-ply rubber seals.

h. FOOTINGS, FOUNDATION WALL, AND FLOOR SLAB

- i. Contractor shall submit design for footing, foundation wall, and floor slab to the depth of frost. Depth shall be minimum of 4'-0".
- ii. All concrete shall achieve a 28-day compressive strength of 4,000 psi.
- iii. All subgrade material shall be compacted to 95% maximum density of the standard proctor.
- iv. Floor slab shall be minimum 6" thick reinforced placed upon granular subbase.
- v. Joints shall be sawed and sealed per Contractor's recommendation; however shall not exceed 15' x 15'.
- vi. Final 15-feet of interior slab in front of each row of doors shall be sloped to drain.
- vii. Floor slab and exterior apron shall be separated by an expansion joint.
- viii. Exterior apron to have broom finish.
- ix. Dewatering for footing and foundation construction shall be completed as necessary.

i. CIVIL SITE WORK

- i. Civil site work information is included in the project plans. Contractor shall be responsible for all quantity takeoffs as part of the lump sum bid.
- ii. All civil site work to be included in the lump sum bid for the project. This includes all materials and labor for site grading, turf reestablishment, and all other items detailed in the plans and RFP.
- iii. All civil construction shall be completed in accordance with MnDOT Standard Specifications for Construction 2025 edition.

j. ELECTRICAL

- i. Electrical design shall meet all local, state, and federal codes and standards.
- ii. All permits required for electrical installation shall be obtained by the Contractor.
- iii. Contractor shall connect to existing electrical service to existing building. All transformer installation and connections shall be incidental to the bid item for the building.
- iv. Connection shall require installation of electrical conduit to access proposed hangars. Means of installation can be either directional drilling or removal and replacement of pavement.
- v. Provide adequate electrical utility service and panelboard per load requirements.
- vi. Provide one utility meter for the entire building.
- vii. Provide (3-4) 8-foot 120V LED fixtures per hangar bay affixed a minimum of 14' above finished floor with switch affixed by pedestrian door.
- viii. Provide eight (8) 120V LED wall pack fixtures above each hangar pedestrian door and at each builder corner.
- ix. Provide (3) 120V 20A and (1) 220V 50A duplex receptacles and per hangar bay.
- x. Provide (1) ceiling mounted and (2) wall mounted 120V 20A duplex receptacles for (2) larger end units with rollup garage doors.
- xi. Provide (1) fire extinguisher per hangar and storage bay.

k. COLORS

- i. Exterior Walls TBD
- ii. Bi-Fold Doors TBD
- iii. Pedestrian Doors TBD
- iv. Roof TBD
- v. Interior Walls TBD
- vi. Trim TBD
- vii. Contractor shall provide color samples to owner for review and approval.

I. EXTERIOR FINISH

- i. Final landscaping around the building perimeter shall include site grading, topsoil, seed, fertilizer, and geotextile fabric all meeting MnDOT specifications for construction. The project site shall be surrounded by silt fence meeting MnDOT specifications for construction.

APPENDICES

Geotechnical Report



REPORT OF GEOTECHNICAL EXPLORATION AND REVIEW

Proposed St. James Municipal Airport
T-Hangar
St. James, Minnesota

AET Project No. P-0044914

Date:

August 13, 2025

Prepared for:

Bolton & Menk, Inc.
7533 Sunwood Drive NW, Suite 206
Ramsey, MN 55303-5119

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing

1603 Halbur Road
Marshall, MN 56258
TeamAET.com • 507.532.0771

August 13, 2025



Bolton & Menk, Inc.
7533 Sunwood Drive, Suite 206
Ramsey, MN 55303-5119

Attn: Silas Parmar, P.E.
Silas.parmar@bolton-menk.com

RE: Report of Geotechnical Exploration
Proposed St. James Municipal Airport T-Hangar
St. James, Minnesota
AET Project No. P-0044914

Dear Mr. Parmar:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for your Proposed Airport T-Hangar in St. James, Minnesota. These services were performed according to our proposal to you dated June 25, 2025.

We are submitting one electronic copy of the report to you.

Please contact me if you have any questions about the report. I can also be contacted for arranging construction observation and testing services during the earthwork phase.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink that reads 'Gregory Guyer'.

Gregory A. Guyer, PE
Senior Engineer
gguyer@teamAET.com
507.387.2222
507.420.3867 c

1603 Halbur Road | Marshall, MN 56258

Phone (507) 532-0771 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



SIGNATURE PAGE

Prepared for:
Bolton & Menk, Inc.
7533 Sunwood Drive NW, Suite 206
Ramsey, MN 55303-5119

Attn: Mr. Silas Parmar

Prepared by:
American Engineering Testing, Inc.
1603 Halbur Road
Marshall, MN 56258
507.532.0771/www.teamAET.com

Authored by:

A handwritten signature in black ink that reads 'Gregory A. Guyer'.

Gregory A. Guyer, PE
Senior Engineer

Reviewed by:

A handwritten signature in black ink that reads 'Jacob L. Heimdahl'.

Jacob L. Heimdahl, PE
Senior Geotechnical Engineer

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under Minnesota Statute Section 326.02 to 326.15

Name: Gregory A. Guyer

Date: August 13, 2025 License #: 44618

Copyright 2025 American Engineering Testing, Inc.
All Rights Reserved

Unauthorized use or copying of this document is strictly prohibited by anyone other than the client for the specific project.



TABLE OF CONTENTS

	<u>Page</u>
TRANSMITTAL LETTER	i
SIGNATURE PAGE	ii
TABLE OF CONTENTS	iii
1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 PROJECT INFORMATION	1
4.0 SUBSURFACE EXPLORATION AND TESTING	2
4.1 FIELD EXPLORATION PROGRAM	2
4.2 LABORATORY TESTING	2
5.0 SITE CONDITIONS	3
5.1 SURFACE OBSERVATIONS	3
5.2 SUBSURFACE SOILS/ GEOLOGY	3
5.3 GROUNDWATER	3
5.4 REVIEW OF SOIL PROPERTIES	4
6.0 RECOMMENDATIONS	5
6.1 APPROACH DISCUSSION	5
6.2 BUILDING GRADING	5
6.3 FOUNDATION DESIGN	8
6.4 FLOOR SLAB DESIGN	9
7.0 CONSTRUCTION CONSIDERATIONS	9
7.1 POTENTIAL DIFFICULTIES	9
7.2 EXCAVATION BACKSLOPING	10
7.3 OBSERVATIONS AND TESTING	11
8.0 ASTM STANDARDS	11
9.0 LIMITATIONS	11

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 8, 2025

AET Report No. P-0044914



STANDARD SHEETS

Floor Slab Moisture/Vapor Protection
Freezing Weather Effects on Building Construction

APPENDIX A – Geotechnical Field Exploration and Testing

Boring Log Notes
Unified Soil Classification System
Figure 1 - Project Location
Figure 2 - Boring Locations
Subsurface Boring Logs
Sieve Analysis

APPENDIX B – Geotechnical Report Limitations and Guidelines for Use

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



1.0 INTRODUCTION

You are proposing to construct a new T-aircraft hangar at the St. James Municipal Airport in St. James, Minnesota. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services and provides our engineering recommendations based on this data.

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated June 25, 2025, which you authorized on the same day. The authorized scope consists of the following.

- 2 standard penetration test borings to a depth of 14½ feet.
- Soil laboratory testing.
- Geotechnical engineering review based on the data and preparation of this report.

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

3.0 PROJECT INFORMATION

We understand the planned hangar construction will consist of a 147-foot by 54-foot, single story, steel framed, slab-on-grade structure. Further, we understand that the proposed structure will be supported on conventional spread-footing foundations founded at sufficient depth for protection from frost penetration. The proposed on-grade floor elevation will be at or slightly above existing site grade. The structure will be located as shown on the attached site sketch in the area of the recently completed soil borings.

We do not have specific structural loading information. Based upon previous experience with similar construction materials, we estimate moderately light to moderate loads for a structure of this type. We assume that wall loads will be less than 2 kips per lineal foot and column loads will be less than 75 kips. Additionally, we estimate that floor slab loads

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



will be less than 200 pounds per square foot.

Our foundation design assumptions include a minimum factor of safety of 3 with respect to the ultimate bearing capacity of the foundation soils. We assume the structure will be able to tolerate total settlements of up to 1 inch, and differential settlements over a 30-foot distance of up to ½-inch.

The above-stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

4.0 SUBSURFACE EXPLORATION AND TESTING

4.1 FIELD EXPLORATION PROGRAM

The subsurface exploration program conducted for the project consisted of 2 standard penetration test borings. The soil boring locations and depths were requested by the client. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 2 in Appendix A. The soil boring locations were staked by Bolton and Menk. Surface elevations were measured in the field by AET personnel using an engineer's level. The benchmark reference was finished floor of the existing building located southeast of the soil boring locations. An elevation of 100.0 feet was assumed.

4.2 LABORATORY TESTING

The laboratory test program included water content, unit weight, percent passing the #200 sieve, and grain size distribution. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed, or on the data sheets following the logs.

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



5.0 SITE CONDITIONS

5.1 SURFACE OBSERVATIONS

The proposed project site is located at the existing St. James Municipal Airport in St. James, Minnesota. Nearby site features include mostly farmland in all directions. Current site vegetation consists of grass and trees outside of the existing paved areas.

The general site topography is generally level. Based on the assumed benchmark datum, surface elevations at boring locations ranged from 99.5 to 99.8 feet.

5.2 SUBSURFACE SOILS/ GEOLOGY

The site geology consists of surficial fill underlain by alluvial deposits with clay till present at depth.

The surficial fill layer was about 3 feet deep at the boring locations. The fill consisted of a 6 inch layer of brown sand with clay, with gravel at the surface to brown clayey sand at further depth.

Underlying the surficial deposits, brown and brown mottled, clayey sand, sand with clay, and sandy lean clay, alluvial deposits were encountered at the boring locations. Based upon the penetration resistance, N values, the consistency of the more cohesive portions varied from soft to firm and the relative density of the more cohesionless portion was very loose.

The main geologic deposit encountered at the site consisted of sandy lean clay, glacial till. The till was brown mottled in color. Additionally, the till contained some gravel and numerous lenses and layers of sand. The consistency of the till varied from firm to stiff.

5.3 GROUNDWATER

Subsurface water was recorded at a depth of 10.4 feet to 11.5 feet below existing site grade at the time our field exploration was performed. The borings were monitored for groundwater seepage during drilling operations and were measured for groundwater accumulation shortly after completion of drilling. Due to the slow-draining nature of the

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



soils encountered in our borings, our short-term groundwater observations are likely not representative of the actual groundwater levels at this site at the time of our field exploration.

Based upon our previous experience with clay soils in the general project area, it is our opinion that the subsurface water levels at the site could be quite near the ground surface during periods of significant precipitation, particularly during the spring of the year. It should also be recognized that groundwater levels can fluctuate due to natural seasonal variations in rainfall and snowmelt amounts.

5.4 REVIEW OF SOIL PROPERTIES

5.4.1 UNDOCUMENTED FILL

We have no documentation regarding the extent of excavation made prior to placing the fill, nor do we have reports indicating fill soil density and water content quality control procedures. Fill soils that are placed without density and water content quality control procedures can behave unpredictably when subject to structural loads. As such, we judge the fill to have unpredictable strength and compressibility characteristics. Clayey sand is a fine-grained soil that are slow-draining and susceptible to freeze-thaw movements.

5.4.2 MIXED ALLUVIUM

The N-values recorded in the mixed alluvium ranged from 2 to 6 bpf, indicating these soils exhibit soft to firm consistency. We judge the mixed-alluvium to have low to moderate strength and compressibility characteristics. The clayey sand is a slow to moderate draining soil type that is susceptible to freeze-thaw movements when subject to freezing temperatures.

5.4.3 COARSE ALLUVIUM

The N-values recorded in the coarse alluvium was 3 bpf, indicating these soils exhibit very loose relative density. We judge the coarse alluvium to have low to moderate strength and compressibility characteristics. The sand with clay alluvial soils are generally a moderate draining soil type with low susceptibility to freeze-thaw frost

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



movements.

5.4.4 GLACIAL TILL

The main geologic deposit encountered at the site consisted of sandy lean clay, glacial till. The till was brown mottled in color. Additionally, the till contained some gravel and numerous lenses and layers of sand. N-values recorded in the glacial till ranged from 7 to 14 blows per foot (bpf); indicating these soils exhibit firm to stiff consistency. Accordingly, we judge the glacial till to have moderate strength and moderately low compressibility when subject to the anticipated structural loads. The sandy lean clay is a slow-draining soil type that is susceptible to freeze-thaw movements when subject to freezing temperatures.

6.0 RECOMMENDATIONS

6.1 APPROACH DISCUSSION

As previously discussed, the fill soils observed in our borings are undocumented, or placed without documented quality control procedures for moisture content and unit weight. Fill soils placed without documentation pose a significant risk to new buildings and other settlement-sensitive structures because we cannot predict how these soils will respond when subject to structural loads.

In order to provide reliable support to the new T-hangar building, we recommend the complete removal and replacement of the existing undocumented fill soils with compacted structural fill. Estimated excavation depths required to remove the existing fill, based on our boring data, are provided in the following section.

6.2 BUILDING GRADING

6.2.1 EXCAVATION

To prepare the T-Hangar building area for foundation and slab support, we recommend complete excavation of the fill soils. This would result in excavation depths at the boring locations as shown in Table 6.2.1.

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



Table 6.2.1 – Recommended Excavation Depths

Boring Location	Surface Elevation (ft)	*Excavation Depth (ft)	*Approximate Excavation Elevation (ft)
1	99.8	3	97
2	99.5	3	96½

**Estimated to the nearest half foot*

The estimated excavation depths/elevations indicated in Table 6.2.1 are based on the soil conditions at the specific boring locations. Since conditions will vary away from the boring locations, we recommend that AET geotechnical personnel observe and evaluate the competency of the soils in the entire excavation bottom prior to new fill or footing placement.

Where the excavation extends below foundation grade, the excavation bottom and resultant engineered fill system must be oversized laterally beyond the planned outside edges of the foundations to properly support the lateral loads exerted by that foundation. This excavation/engineered fill lateral extension should at least be equal to the vertical depth of fill needed to attain foundation grade at that location (i.e., 1:1 lateral oversize).

The risk of soil disturbance increases significantly when water is present. The amount of water encountered by the excavation at the site will be dependent upon seasonal fluctuations, the excavation depths required and the amount of sands encountered. Because of the impermeable nature of the majority of the subsurface soils present at the boring locations, it may be possible to control water entering into the excavation with normal sump pumping procedures. However, given the possibility of lenses and layers of sand, more intricate dewatering techniques may be required depending upon the subsurface water levels present during construction and the excavation depths required. Any water which does collect in the open excavation should be quickly removed and surface drainage away from the excavation should be provided during construction.

The natural soils present at the recommended bottom of excavation elevation will be extremely sensitive to disturbance during construction. To reduce the risk of soil disturbance, the excavation should be performed using an excavator equipped with a

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



smooth bucket. Additionally, heavy construction equipment should not be allowed in the base of the excavation to reduce soil disturbance. The recommended excavation and backfill operation should be performed in a timely manner to minimize disturbance of the soils present at the site.

Any tile or utility lines present should be rerouted around the building area.

Portions of the newly proposed construction will be adjacent to existing structures. Care will be required during the excavation process so that support for the existing structures is not reduced.

6.2.2 FILL PLACEMENT AND COMPACTION

Fill placed to attain grade for foundation and floor support should be compacted in thin lifts, such that the entire lift achieves a minimum compaction level of 95 percent of the material's standard maximum dry unit weight per ASTM D698 (Standard Proctor test). We recommend all engineered fill soils be placed within 2 percent of the material's optimum water content as determined by the standard Proctor test.

The existing non-organic soil encountered in our borings is generally suitable for use as engineered fill at this site. We caution, however, that the prominent fine-grained fill or glacial till encountered in our borings may need to be moisture conditioned to achieve appropriate water content for compaction. This process can be time consuming and required favorable weather conditions.

Where import is required to balance earthwork quantities, or to replace unforeseen unsuitable soils from beneath structure, a granular soil with a maximum particle size of 2 inches and less than 10 percent fines may be imported to the site for engineered fill. This type of fill soil is usually easier to place and compact compared to fine-grained import soils.

In areas where new fill will be placed on sloping ground, we recommend benching the surface prior to placing the fill. Benching is recommended where slopes are steeper than 4:1 (horizontal:vertical).

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



For fine-grained fill, we recommend maximum loose lifts on the order of 9 inches and compaction with either a sheepsfoot or pad foot roller. If a clayey fill is utilized, it should be classified as (lean clay with sand (CL), sandy lean clay (CL) or clayey sand (SC)) in accordance with Unified Soil Classification System. Clay fill should only be used where it can be worked in unconfined areas with heavier compaction equipment. We would caution against using the clay fill in confined areas because of the difficulty of maintaining a specified compaction with small, hand operated equipment. For a sand fill, we recommend maximum lift thicknesses on the order of 1 foot. We recommend compacting with a moderately heavy, vibratory compactor.

Any fill placed in or near water should be medium/coarse grained, free draining sand with less than 40% passing the #40 sieve and 5% passing the #200 sieve. Additionally, the initial lift of fill should be about 2 feet to lessen the risk of disturbing the natural soils present at the site.

6.3 FOUNDATION DESIGN

In our opinion, the hangar structure can be supported on conventional spread foundations. We recommend perimeter foundations for heated building space be placed such that the bottom is a minimum of 42 inches below exterior grade. Interior column foundations in heated space can be placed at shallow depths below the floor slab. We recommend foundations for unheated building space (such as canopy foundations) or adjacent to hangar doors or areas where snow removal will occur be extended to a minimum of 60 inches below exterior grade.

Based on the conditions encountered, it is our opinion the building foundations can generally be designed based on a net maximum allowable soil bearing pressure of 1,500 psf. It is our judgment that this design pressure will have a factor of safety of at least 3 against localized shear or base failure. We judge that total settlements under this loading should not exceed 1 inch. We also judge that differential settlements of conditions depicted by the borings should not exceed ½ inch.

6.4 FLOOR SLAB DESIGN

Preparation of the building areas as previously discussed in Section 6.2 (removing fill and providing proper engineered fill materials) will also prepare the building areas for floor slab support. To provide a uniform, stable subgrade for floor slab support, we recommend at least 6 inches of crushed aggregate or MnDOT Class 5 subbase be incorporated with the floor design for the proposed structures.

For floor slab design, it is our opinion that compacted engineered fill and 6 inches of crushed aggregate base would be capable of providing a soil modulus of subgrade reaction (k-value) of 150 pounds per cubic inch (pci).

For recommendations pertaining to moisture and vapor protection of interior floor slabs, we refer you to the attached standard sheet entitled "Floor Slab Moisture/Vapor Protection."

6.4.1 UNHEATED FLOOR SLAB AREAS

Frost movements of the floor slab can negatively impact the operation of hangar doors. In order to reduce this risk for unheated slab movements, we recommend a minimum of 48 inches of clean granular fill with less than 10 percent passing the #200 sieve and less than 40 percent passing the #40 sieve, be utilized below the proposed on grade floor slab. The upper 6 inches of the 48 inches of granular fill should be MnDOT Class 5 aggregate base. The non frost susceptible granular layer should transition in thickness gradually adjacent to exterior aprons to avoid abrupt frost movements between frost-protected and non-frost-protected slabs. The granular fill section will require a means for drainage to remove water that would otherwise accumulate within the sand section and cause frost heave during winter months.

7.0 CONSTRUCTION CONSIDERATIONS

7.1 POTENTIAL DIFFICULTIES

7.1.1 RUNOFF WATER IN EXCAVATION

Water can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping.

7.1.2 DISTURBANCE OF SOILS

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompact back into place, or they should be removed and replaced with drier imported fill.

7.1.3 COBBLES AND BOULDERS

The soils at this site can include cobbles and boulders. This may make excavating procedures somewhat more difficult than normal if they are encountered.

7.1.4 WINTER CONSTRUCTION

If construction occurs during the winter, it is necessary for the contractor to protect the base soils from freezing each day and each night before new fill is placed. Fill should not be placed over frozen soils, snow, or ice, nor should the use of frozen fill soils be permitted. The contractor must protect base soils from freezing before and after fill placement, and before, during, and after concrete placement. If the interior footings will be exposed to freezing temperatures during construction, we recommend that you consider lowering the footings to protect against frost penetration into the footing subgrade soils. We recommend that a special pre-construction meeting be held to discuss the procedures and precautions that must be followed.

7.2 EXCAVATION BACKSLOPING

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce sideslope erosion or sloughing which could require slope maintenance.

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



7.3 OBSERVATIONS AND TESTING

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been satisfied.

8.0 ASTM STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

9.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled “Geotechnical Report Limitations and Guidelines for Use.”

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



Standard Data Sheets

Floor Slab Moisture/Vapor Protection
Freezing Weather Effects on Building Construction

FLOOR SLAB MOISTURE/VAPOR PROTECTION

Floor slab design relative to moisture/vapor protection should consider the type and location of two elements, a granular layer and a vapor membrane (vapor retarder, water resistant barrier or vapor barrier). In the following sections, the pros and cons of the possible options regarding these elements will be presented, such that you and your specifier can make an engineering decision based on the benefits and costs of the choices.

GRANULAR LAYER

In American Concrete Institute (ACI) 302.1R-15, a “base material” is recommended over the vapor membrane, rather than the conventional clean “sand cushion” material. The base layer should be a minimum of 4 inches (100 mm) thick, trimmable, compactable, granular fill (not sand), a so-called crusher-run material. Usually graded from 1½ inches to 2 inches (38 to 50 mm) down to rock dust is suitable. Following compaction, the surface can be choked off with a fine-grade material. We refer you to ACI 302.1R-15 for additional details regarding the requirements for the base material.

In cases where potential static water levels or significant perched water sources appear near or above the floor slab, an under floor drainage system may be needed wherein a draitile system is placed within a thicker clean sand or gravel layer. Such a system should be properly engineered depending on subgrade soil types and rate/head of water inflow.

VAPOR MEMBRANE

The need for a vapor membrane depends on whether the floor slab will have a vapor sensitive covering, will have vapor sensitive items stored on the slab, or if the space above the slab will be a humidity controlled area. If the project does not have this vapor sensitivity or moisture control need, placement of a vapor membrane may not be necessary. Your decision will then relate to whether to use the ACI base material or a conventional sand cushion layer. However, if any of the above sensitivity issues apply, placement of a vapor membrane is recommended. Some floor covering systems (adhesives and flooring materials) require installation of a vapor membrane to limit the slab moisture content as a condition of their warranty.

VAPOR MEMBRANE/GRANULAR LAYER PLACEMENT

A number of issues should be considered when deciding whether to place the vapor membrane above or below the granular layer. The benefits of placing the slab on a granular layer, with the vapor membrane placed **below** the granular layer, include **reduction** of the following:

- Slab curling during the curing and drying process.
- Time of bleeding, which allows for quicker finishing.
- Vapor membrane puncturing.
- Surface blistering or delamination caused by an extended bleeding period.
- Cracking caused by plastic or drying shrinkage.

The benefits of placing the vapor membrane over the granular layer include the following:

- A lower moisture emission rate is achieved faster.
- Eliminates a potential water reservoir within the granular layer above the membrane.
- Provides a “slip surface”, thereby reducing slab restraint and the associated random cracking.

If a membrane is to be used in conjunction with a granular layer, the approach recommended depends on slab usage and the construction schedule. The vapor membrane should be placed above the granular layer when:

- Vapor sensitive floor covering systems are used or vapor sensitive items will be directly placed on the slab.
- The area will be humidity controlled, but the slab will be placed before the building is enclosed and sealed from rain.
- Required by a floor covering manufacturer’s system warranty.

The vapor membrane should be placed below the granular layer when:

- Used in humidity controlled areas (without vapor sensitive coverings/stored items), with the roof membrane in place, and the building enclosed to the point where precipitation will not intrude into the slab area. Consideration should be given to slight sloping of the membrane to edges where draitile or other disposal methods can alleviate potential water sources, such as pipe or roof leaks, foundation wall damp proofing failure, fire sprinkler system activation, etc.

There may be cases where membrane placement may have a detrimental effect on the subgrade support system (e.g., expansive soils). In these cases, your decision will need to weigh the cost of subgrade options and the performance risks.

FREEZING WEATHER EFFECTS ON BUILDING CONSTRUCTION

GENERAL

Because water expands upon freezing and soils contain water, soils which are allowed to freeze will heave and lose density. Upon thawing, these soils will not regain their original strength and density. The extent of heave and density/strength loss depends on the soil type and moisture condition. Heave is greater in soils with higher percentages of fines (silts/clays). High silt content soils are most susceptible, due to their high capillary rise potential which can create ice lenses. Fine grained soils generally heave about 1/4" to 3/8" for each foot of frost penetration. This can translate to 1" to 2" of total frost heave. This total amount can be significantly greater if ice lensing occurs.

DESIGN CONSIDERATIONS

Clayey and silty soils can be used as perimeter backfill, although the effect of their poor drainage and frost properties should be considered. Basement areas will have special drainage and lateral load requirements which are not discussed here. Frost heave may be critical in doorway areas. Stoops or sidewalks adjacent to doorways could be designed as structural slabs supported on frost footings with void spaces below. With this design, movements may then occur between the structural slab and the adjacent on-grade slabs. Non-frost susceptible sands (with less than 40% by weight passing a #40 sieve and no more than 5% by weight passing a #200 sieve) can be used below such areas. Depending on the function of surrounding areas, the sand layer may need a thickness transition away from the area where movement is critical. With sand placement over slower draining soils, subsurface drainage would be needed for the sand layer. High density extruded polystyrene insulation could be used within the sand to reduce frost penetration, thereby reducing the sand thickness needed. We caution that insulation placed near the surface can increase the potential for ice glazing of the surface.

The possible effects of adfreezing should be considered if clayey or silty soils are used as backfill. Adfreezing occurs when backfill adheres to rough surfaced foundation walls and lifts the wall as it freezes and heaves. This occurrence is most common with masonry block walls, unheated or poorly heated building situations and clay backfill. The potential is also increased where backfill soils are poorly compacted and become saturated. The risk of adfreezing can be decreased by placing a low friction separating layer between the wall and backfill.

Adfreezing can occur on exterior piers (such as deck, fence, or other similar pier footings), even if a smooth surface is provided. This is more likely in poor drainage situations where soils become saturated. Additional footing embedment and/or widened footings below the frost zones (which include tensile reinforcement) can be used to resist uplift forces. Specific designs would require individual analysis.

CONSTRUCTION CONSIDERATIONS

Foundations, slabs and other improvements which may be affected by frost movements should be insulated from frost penetration during freezing weather. If filling takes place during freezing weather, all frozen soils, snow and ice should be stripped from areas to be filled prior to new fill placement. The new fill should not be allowed to freeze during transit, placement or compaction. This should be considered in the project scheduling, budgeting and quantity estimating. It is usually beneficial to perform cold weather earthwork operations in small areas where grade can be attained quickly rather than working larger areas where a greater amount of frost stripping may be needed. If slab subgrade areas freeze, we recommend the subgrade be thawed prior to floor slab placement. The frost action may also require reworking and recompaction of the thawed subgrade.

Report of Geotechnical Services

St. James Municipal Airport T-Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



Appendix A

Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 – Site Location
Figure 2 – Boring Locations
Subsurface Boring Logs
Sieve Analysis

Appendix A
Geotechnical Field Exploration and Testing
Report No. P-0044914

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling 2 standard penetration test borings. The locations of the borings appear on Figure 2, preceding the Subsurface Boring Logs in this appendix.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS)

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as “DS” or “SU” on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of “topsoil” layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The groundwater level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

Appendix A
Geotechnical Field Exploration and Testing
Report No. P-0044914

A.5 LABORATORY TEST METHODS

A.5.1 Water Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.5.2 Atterberg Limits Tests

Conducted per AET Procedure 01-LAB-030, which is performed in general accordance with ASTM: D4318 and AASHTO: T89, T90.

A.5.3 Sieve Analysis of Soils (thru #200 Sieve)

Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

UNIFIED SOIL CLASSIFICATION SYSTEM
ASTM Designations: D 2487, D2488

**AMERICAN
ENGINEERING
TESTING, INC.**



Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 < Cc < 3$ ^E	GW	Well graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 < Cc < 3$ ^E	SW	Well-graded sand ^I
			$Cu < 6$ and/or $1 > Cc > 3$ ^E	SP	Poorly-graded sand ^I
	Sands with Fines more than 12% fines ^D	Fines classify as ML or MH		SM	Silty sand ^{G,H,I}
		Fines classify as CL or CH		SC	Clayey sand ^{G,H,I}
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
	organic	Liquid limit—oven dried < 0.75		OL	Organic clay ^{K,L,M,N}
		Liquid limit – not dried			Organic silt ^{K,L,M,O}
	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic silt ^{K,L,M}
organic	Liquid limit—oven dried < 0.75		OH	Organic clay ^{K,L,M,P}	
	Liquid limit – not dried			Organic silt ^{K,L,M,Q}	
Highly organic soil		Primarily organic matter, dark in color, and organic in odor	PT	Peat ^R	

Notes

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:
 SW-SM well-graded sand with silt
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay

^E $Cu = D_{60} / D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

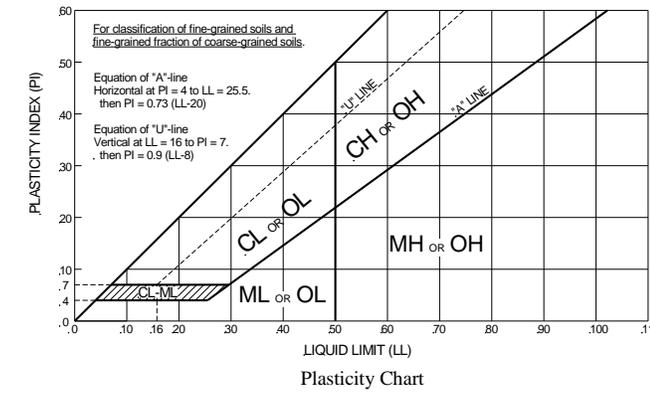
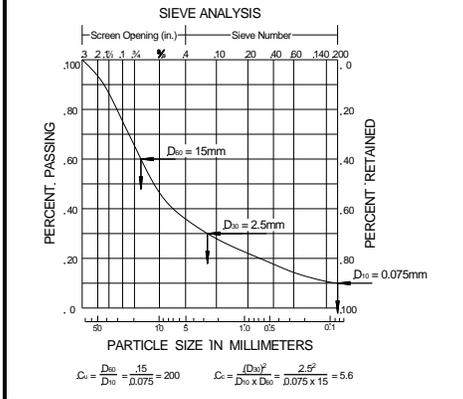
^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

^RFiber Content description shown below.



ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
Moisture/Frost Condition (MC Column)		Layering Notes		Peat Description		Organic Description (if no lab tests)	
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations:	Layers less than 1/2" thick of differing material or color.	Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").					Root Inclusions	
W (Wet/Waterbearing):	Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.	Lenses:	Pockets or layers greater than 1/2" thick of differing material or color.	Fibric Peat:	Greater than 67%	With roots: Judged to have sufficient quantity of roots to influence the soil properties.	
F (Frozen):	Soil frozen			Hemic Peat:	33 - 67%	Trace roots: Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.	
				Sapric Peat:	Less than 33%		

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
AR:	Sample of material obtained from cuttings blown out the top of the borehole during air rotary procedure.
B, H, N:	Size of flush-joint casing
CAS:	Pipe casing, number indicates nominal diameter in inches
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
DP:	Direct push drilling; a 2.125 inch OD outer casing with an inner 1½ inch ID plastic tube is driven continuously into the ground.
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RDA:	Rotary drilling with compressed air and roller or drag bit.
RDF:	Rotary drilling with drilling fluid and roller or drag bit
REC:	In split-spoon (see notes), direct push and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
SS:	Standard split-spoon sampler (steel; 1.5" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

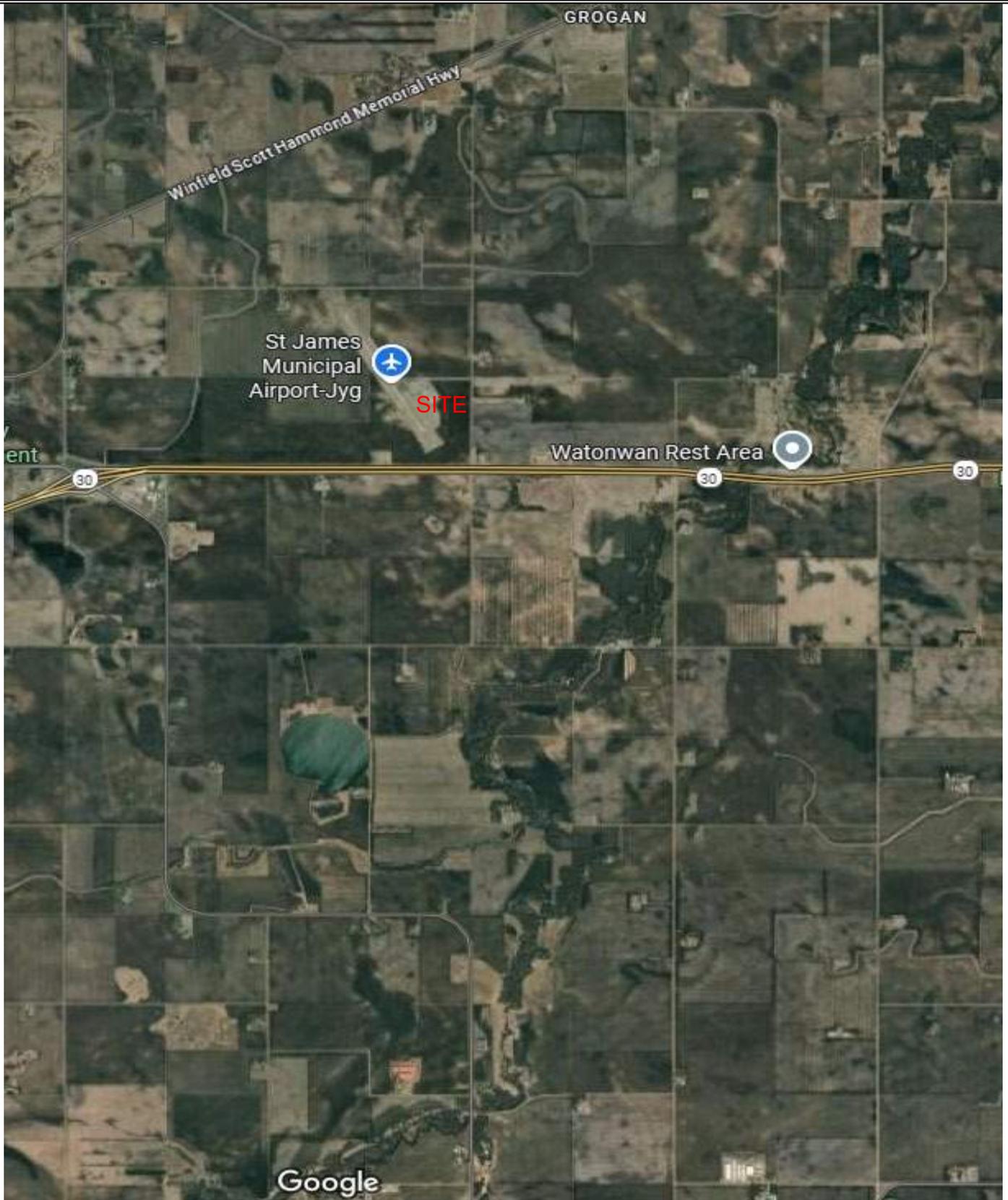
TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q _p :	Pocket Penetrometer strength, tsf (<u>approximate</u>)
q _c :	Static cone bearing pressure, tsf
q _u :	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remolded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES

The standard penetration test consists of driving a split-spoon sampler with a drop hammer counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM: D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM: D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").



Project: T-Hangar St. James Airport
St. James, MN

AET Job No. P-0044914

Subject: Site Location

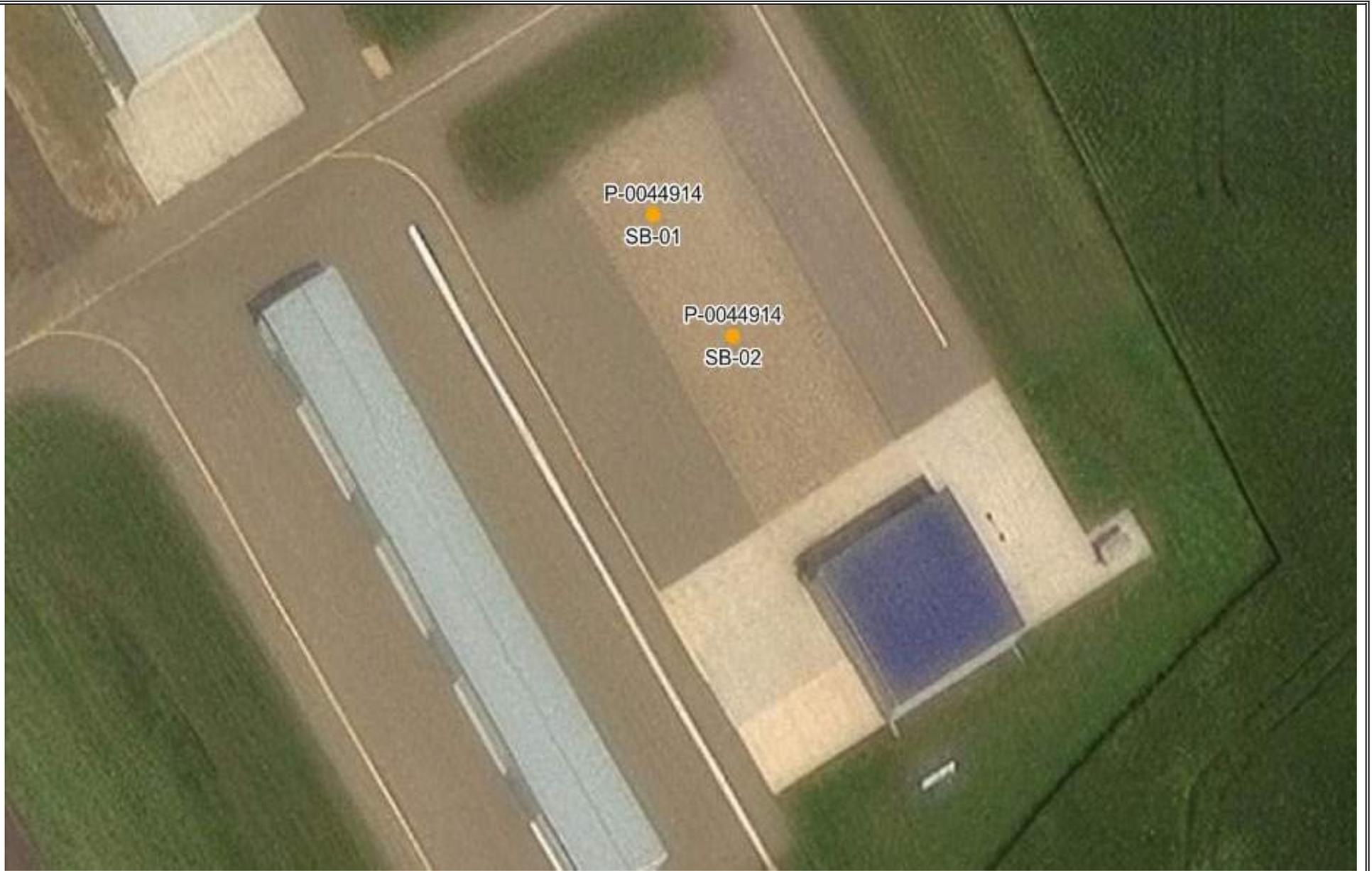
Date: Aug 7, 2025

Scale: NTS

Drawn By: GG

Checked By: JH

Figure: 1



Project	T-Hangar Airport St. James, MN	Subject:	Boring Locations	AET Job No:	P-0044914	Date:	Aug 7, 2025
Scale:	NTS	Drawn By:	GG	Checked By:	JH	Figure 2	



SUBSURFACE BORING LOG

AET No: **P-0044914** Log of Boring No. **1 (p. 1 of 1)**
 Project: **T Hangar St. James Airport; St. James, Minnesota**

DEPTH IN FEET	Surface Elevation <u>99.8'</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	FILL, SAND WITH CLAY, with gravel, brown, moist	FILL												
2	FILL, CLAYEY SAND, with a little gravel, brown, moist, fabric at 3'				M	HSAS								
3	SANDY LEAN CLAY, brown mottled, very moist, soft (CL)	MIXED ALLUVIUM	4		M	SS	14	32						
4														
5	CLAYEY SAND, fine to medium grained, with a little gravel, brown, moist, very loose (SC)				M	SS	12							23
6														
7	SANDY LEAN CLAY, with a little gravel, brown mottled, moist, stiff (CL)	TILL												
8				14		M	SS	16	18	111				
9														
10														
11			14		M	SS	18	19						
12														
13														
14			12		M	SS	18	18						
END OF BORING														

AET_CORP_P-0044914.GPJ AET+CPT+WELL.GDT 7/21/25

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		7/10/25		14.5'	12.5'	14.5'		11.5'	
		7/10/25		14.5'	---	12'		11.1'	
BORING COMPLETED: 7/10/25									
DR: MH LG: AK Rig:									



SUBSURFACE BORING LOG

AET No: **P-0044914**

Log of Boring No. **2 (p. 1 of 1)**

Project: **T Hangar St. James Airport; St. James, Minnesota**

DEPTH IN FEET	Surface Elevation <u>99.5'</u> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	FILL, SAND WITH CLAY, with gravel, brown, moist	FILL			HSAS									
2	FILL, CLAYEY SAND, with a little gravel, brown, moist, fabric at 3'													
3	SANDY LEAN CLAY, brown mottled, very moist, firm (CL)	MIXED ALLUVIUM	6	M	SS	14	26							
4														
5	SAND WITH CLAY, fine to medium grained, with a little gravel, brown, moist, very loose (SP-SC)	COARSE ALLUVIUM	3	M	SS	14	22							
6														
7	SANDY LEAN CLAY, with a little gravel, brown mottled, very moist to moist, firm to stiff (CL)	TILL	7	M	SS	16	26	92						
8														
9														
10				▼										
11				M	SS	18	25							
12														
13														
14				10	M	SS	16	25						
END OF BORING														

AET_CORP P-0044914.GPJ AET+CPT+WELL.GDT 7/21/25

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		7/10/25		14.5'	12.5'	14.5'		11.6'	
		7/10/25		14.5'	---	12'		10.4'	
BORING COMPLETED: 7/10/25									
DR: MH LG: AK Rig:									



American Engineering Testing, Inc.
 Mankato
 1730 1st Avenue
 Mankato, MN 56001
 (507) 387-2222
 www.teamAET.com

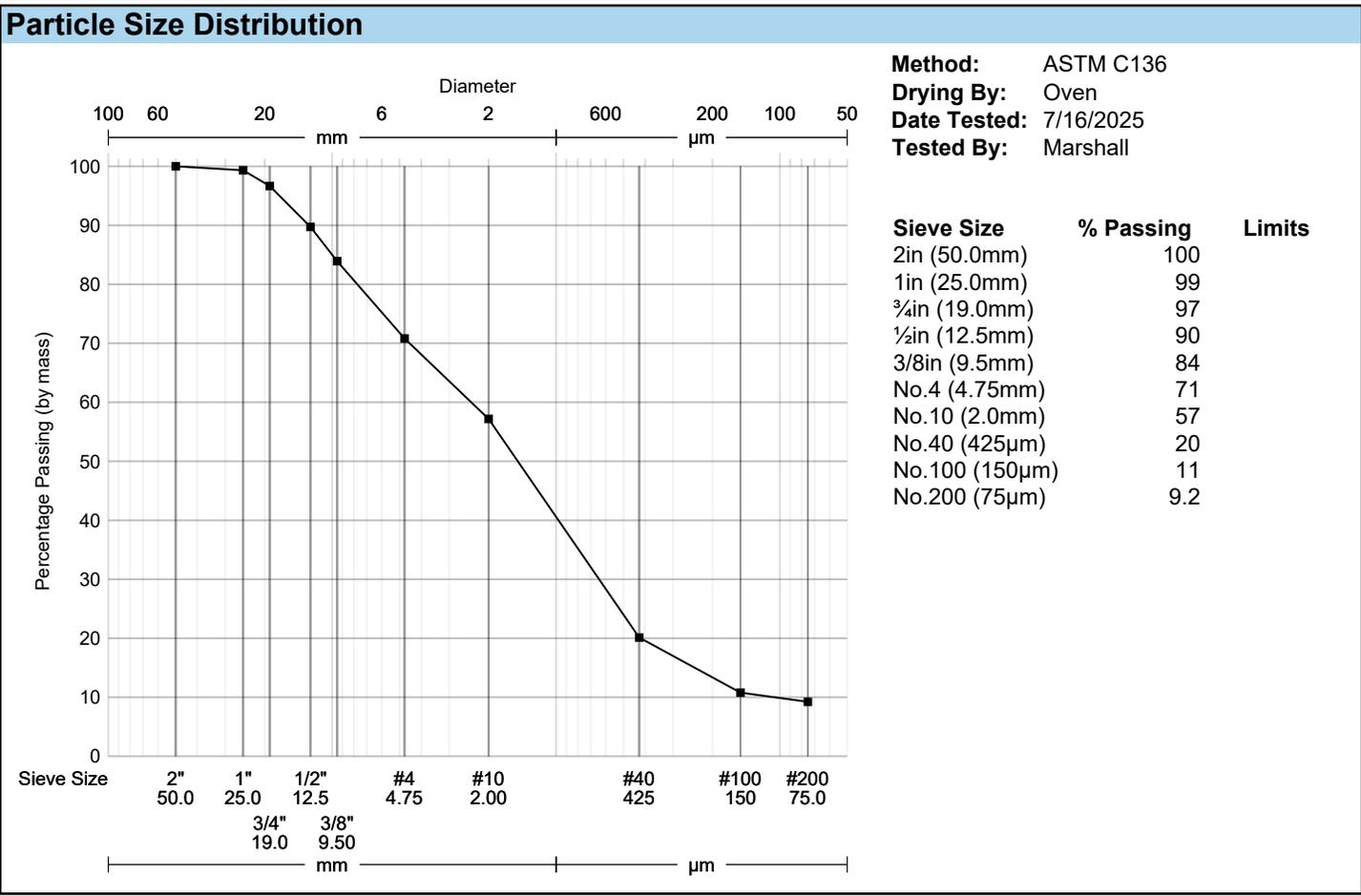
Material Test Report

Report No: MAT:AET-228115-S1
Issue No: 1

Client: Bolton & Menk, Inc **CC:**
Project: St James Airport T-Hangar
 75751 Airport Ln
 St. James MN
Job No: P-0044914

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc. *Gregory Guyer*
Date of Issue: 8/7/2025
Reviewed By: Gregory Guyer
 Senior Engineer

Sample Details		Other Test Results			
Sample ID	AET-228115-S1	Description	Method	Result	Limits
Field Sample ID	Test of Fill	Cu	ASTM D2487	22.62	
Date Sampled	7/11/2025	Cc		1.63	
Source		Procedure	ASTM C117	A	
Material	Surface Gravel				
Specification	NO SPEC				
Sampling Method	Bag Sample				
General Location	T-Hangar St. James, MN				
Location	Borings 1 and 2				
Date Submitted	7/11/2025				



Comments
 N/A

Report of Geotechnical Services

St. James Municipal Airport T- Hangar, St. James, Minnesota

August 13, 2025

AET Report No. P-0044914



Appendix B

Geotechnical Report Limitations and Guidelines for Use

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0044914

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA¹, of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Understand the Geotechnical Engineering Services Provided for this Report

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

¹ Geoprosessional Business Association, 15800 Crabbs Branch Way, Suite 300, Rockville, MD 20855
Telephone: 301/565-2733: www.geoprosessional.org, 2019

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0044914

B.2.3 Read the Full Report

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

B.2.4 You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

B.2.5 Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

B.2.6 This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

B.2.7 This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

B.2.8 Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0044914

for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

B.2.9 Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

B.2.10 Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.

Construction Safety and Phasing Plan



Real People. Real Solutions.

Construction Safety and Phasing Plan (CSPP)

6 Unit T-Hangar Construction

St. James Municipal Airport (JYG)

July 2025

Submitted by:

Bolton & Menk, Inc.

7533 Sunwood Dr NW Suite 206

Ramsey, MN 55303

P: 763-433-2851

TABLE OF CONTENTS

OVERVIEW	3
PURPOSE	3
CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES.....	3
CONSTRUCTION SAFETY AND PHASING	4
1. Coordination	4
2. Construction Phasing	4
a. Phase 1	4
b. Construction Safety Drawings	4
3. Areas and Operations Affected by Construction Activities.....	4
4. Protection of Navigational Aids (NAVAIDs)	4
a. Instrument Landing System (ILS).....	4
b. Precision approach path indicators (PAPIs)	5
c. Runway end identified lights (REILs)	5
5. Contractor Access.....	5
a. Location of stockpiled construction materials	5
b. Vehicle and pedestrian operations	5
6. Wildlife Management.....	6
a. Trash	6
b. Standing water	6
c. Tall grass and seeds	6
d. Disruption of existing wildlife habitat	6
7. Foreign Object Debris (FOD) Management.....	6
8. Hazardous Materials (HAZMAT) Management	7
9. Notification of Construction Activities	7
a. Responsible representatives/points of contact	7
b. Notices to Airmen (NOTAMs).....	7
c. Emergency notification procedures	7
d. Notification to the FAA	7
10. Inspection Requirements	8
a. Daily inspections.....	8
b. Final inspection.....	8

11. Underground Utilities.....	8
12. Penalties.....	8
13. Special Conditions	8
14. Runway and Taxiway Visual Aids	9
a. General.....	9
b. Markings.....	9
c. Lighting and visual VISAIIDs	9
15. Marking and Signs for Access Routes	9
16. Hazard Marking and Lighting	9
17. Protection of Safety Areas	10
a. Runway Safety Area (RSA).....	10
b. Runway Obstacle Free Zone (ROFZ).....	10
c. Runway Object Free Area (ROFA)	10
d. Taxiway Safety Area (TSA).....	10
e. Taxiway Object Free Area (TOFA).....	11
f. Runway approach/departure surfaces.....	11
18. Other Limitations on Construction.....	11
a. Prohibitions.....	11
Appendix - 1 Construction Safety Phasing Plan	12
Appendix - 2 Inspection Checklists.....	13
Appendix - 3 Safety Plan Compliance Document (SPCD) Requirements.....	16

OVERVIEW

This document presents the Construction Safety and Phasing Plan (CSPP) for the proposed 6 unit T-Hangar Construction project at the St. James Municipal Airport being performed under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The City anticipates authorizing onsite work to commence on or about the Summer of 2026, pending execution and approval of the grant documents by the FAA. Final completion of the project is expected to be in the winter of 2026, depending on weather.

The objective of this CSPP is to provide a general outline of the construction safety and phasing provisions for working in or near the Air Operations Area (AOA) contained in the bid documents (Project Plans and Specifications), and to explain how those provisions will be implemented during construction.

PURPOSE

The Plan provides single source procedural information for all key project personnel to use during construction. The CSPP defines the specific responsibilities of the Airport Operator, the Contractor, Airport tenants, and the Project Engineer.

Requirements for maintaining operational safety during construction are in conformance with FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction". The project specific Construction Operations, Safety and Phasing plan for the project is shown on the CSPP Plan Sheet and is attached to this report as *Attachment 1*.

CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES

Airport Operator. The Airport Operator is responsible for operational safety on the Airport at all times. The St. James Municipal Airport is the Airport Operator. The City will issue Notice to Airmen (NOTAMS) whenever construction activities occur in the AOA. The City will provide oversight of all construction activities and coordinate those activities with the Airport users (pilots) and Airport tenants. The City will hold bi-weekly construction progress and safety meetings. During those meetings operational safety will be reviewed and an action plan will be developed as needed to address any discrepancies in safety that need to be corrected. The City will require and approve a Safety Plan Compliance Document (SPCD) from the Contractor prior to the Notice to Proceed. The SPCD outline is attached to this report as *Attachment 3*.

Construction Contractor. The Contractor will be required to attend scheduled progress and safety meetings and to correct any discrepancies found in safety. The Contractor is required to submit a completed SPCD to the City for approval prior to the Notice to Proceed.

Airport Tenants. The City will notify Airport tenants of all pending construction activities that impact them and advise the tenants of planned pavement closures and other activities in the AOA that will affect aircraft operations.

Project Engineer. As part of the Project Construction Management, Inspection, and Quality Assurance process, the Project Engineer will monitor construction safety on a daily basis, utilizing the "Construction Project Daily Safety Inspection Checklist" (see *Attachment 2*) to ensure an appropriate level of priority is given to safety. Any discrepancies in safety will be immediately brought to the Contractor's and City's attention for corrective action implementation.

CONSTRUCTION SAFETY AND PHASING

1. Coordination

A preconstruction conference will be held as soon as practicable after the contract has been awarded and before issuance of the notice to proceed. The preconstruction conference participants should include, but not be limited to, the sponsor's engineer, resident engineer, airport management, testing laboratory representative, contractor and subcontractor(s), contractor's project superintendent, contractor's project clerk, airport users, utility companies, federal, state, or local agencies affected by the proposed construction, and FAA representative.

Contractor progress meetings will be held weekly for the duration of construction. Operational safety will be a standing agenda item for discussion during progress meetings throughout the project. Date, time, and location of the progress meetings will be determined at the preconstruction meeting.

Scope or schedule changes for the project may necessitate revisions to the CSPP and may require review and approval by the City and the FAA. Any proposed changes to the CSPP shall be approved by the airport and FAA prior to execution.

2. Construction Phasing

The project will be constructed in 1 phase. Details of the phase are listed below.

a. Phase 1

- Scope of Work – Civil site work, paving, hangar foundations, hangar erection
- Area closed to aircraft operations – N/A
- Duration – Summer 2026 to December 2026
- Taxi route – See CSPP plan sheet for periodic closures of different working areas.
- Emergency vehicle access routes – No impact
- Construction staging area – See CSPP plan sheet
- Construction access and haul route – See CSPP plan sheet
- Impacts to NAVAIDs – N/A
- Lighting and marking changes – N/A
- Required hazard marking and lighting – Low profile barricades
- Lead times for required notification – 72 hours

b. Construction Safety Drawings

One drawing specifically indicating construction operations and safety has been developed for the schedule and phase. This drawing has been included in *Attachment 1* and can also be found in the contract drawing bid package.

3. Areas and Operations Affected by Construction Activities

Refer to the CSPP plan sheet for periodic closures of different working areas.

4. Protection of Navigational Aids (NAVAIDs)

- #### a. Instrument Landing System (ILS)
- N/A

-
- b. Precision approach path indicators (PAPIs)

N/A

- c. Runway end identified lights (REILs)

N/A

5. Contractor Access

- a. Location of stockpiled construction materials

Location of stockpiled materials and equipment storage must be in the staging area or as approved by the City. If the contractor chooses to locate stockpiles outside of the staging area, these locations will have to receive an airspace determination (7460) and the CSPP will need to be revised, resubmitted and approved.

Stockpiling materials and equipment outside the staging areas must receive prior approval from the City and will be subjected to restrictions described in this paragraph. Stockpiled materials and equipment storage are not permitted within the RSA, ROFZ, or the ROFA of an operational runway. See Section 17 – Protection of Runway and Taxiway Safety Areas for requirements of stockpiled materials inside the ROFA.

Stockpiles must be restricted to a maximum height of 15-feet.

- b. Vehicle and pedestrian operations

- i. Construction site parking

Employees' vehicles must be parked in the staging area designated on the plans or in the airport parking lot in spots approved by the airport manager. No employee vehicles will be allowed into the worksite beyond the staging area limits.

- ii. Construction equipment parking

Contractor employees must park/service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Employees must park construction vehicles outside the OFA when not in use by construction personnel (overnight, on weekends, or during other periods when construction is not active).

- iii. Access and haul roads

The contractor will be restricted to use the haul route(s) shown on the drawings. Right-of-way must be given to all emergency vehicles. See paragraphs (v.) and (vii.) in this section for requirements operating within the airfield environment.

- iv. Marking and lighting of vehicles

Only marked Contractor-owned or operated vehicles required for the proper execution of the work will be allowed in the work area. All vehicles and equipment must have an omni-directional amber flashing light and/or 3-foot by 3-foot flag having a checkered pattern of international orange and white squares at least one foot on each side. All vehicles and equipment must be equipped with an omni-directional amber flashing light for all airfield activities between sunset and sunrise or when visibility is low. Vehicles within the airfield environment must display company identification markings on both sides of the vehicle. Non-motorized

equipment must have a reflective device displayed on the front, back and sides. All supervisory and survey personnel vehicles which operate within the airfield environment but outside the work area must have a company vehicle with an amber flashing light mounted on the roof of the cab and identifying markings, visible from 300 feet, mounted on both sides of the vehicle. FAA Advisory Circular (A.C.) 150/5210-5D, "Painting, Marking, and Lighting of Vehicles Used on an Airport" shall be referenced for requirements.

v. Required escorts

Escorts will not be required on this project.

vi. Situational awareness

While driving or working on the airfield environment, there must be no devices in or on ears other than those used to protect hearing or communicate company business. Yield right-of-way to emergency vehicles. In the event of an emergency, be prepared to move workers, vehicles, and equipment immediately at the direction of the City.

vii. Two-way radio communication procedures

All activities within aircraft movement areas will require two-way radio communication. In the event the contractor needs to access a movement area, all radio communications will be performed by the City using the Common Traffic Advisory Frequency (CTAF). Frequency that will be used by City personnel is:

CTAF – 122.9 MHz

6. Wildlife Management

a. Trash

Receptacles must be provided by the contractor and equipped with metal, canvas, or plastic covers. Food scraps or other trash may not be disposed on the ground and must be collected and placed in the covered receptacles as to not attract wildlife.

b. Standing water

Staging areas, stockpile areas, and the work area must be graded to drain to avoid attracting wildlife

c. Tall grass and seeds

The use of low quality seed mixtures that contain seeds of plants (such as clover) will attract wildlife and must not be used. Grass and weeds must be managed, or cut if necessary, within work areas to avoid attracting wildlife.

d. Disruption of existing wildlife habitat

Contractor personnel should immediately notify the airport operator of wildlife sighting.

7. Foreign Object Debris (FOD) Management

The contractor will be required to ensure the airfield environment is kept continuously free of construction debris, equipment and/or materials that might endanger or be ingested by an aircraft. Take extreme care to ensure no work-related debris or other loose items are allowed to be blown by wind or aircraft engine blast. The Contractor must be responsible for any resulting

damage to aircraft engines and/or other property arising from failure to secure and/or protect debris, tools, supplies, or other loose items. In areas that may result in the tracking of soil, sediments, or hazardous materials on the wheels of hauling equipment outside the area that are enclosed by erosion and silt/sediment control devices, the Contractor must provide the means and methods to remove these materials prior to the vehicle exiting the controlled area. Equipment operated on haul routes over existing pavements must be kept free of material spillage and foreign matter at all times. Standby equipment is required to be onsite and operational at all times throughout the project and must include, at a minimum, a self-propelled regenerative air sweeper and a water truck kept loaded at all times.

8. Hazardous Materials (HAZMAT) Management

HAZMAT procedures will be developed by the Contractor prior to issuance of the Notice-to-Proceed (NTP), including, but not limited to:

- a. Fuel Storage Locations
- b. Locations for Fueling and/or Servicing of Equipment
- c. Spill Procedures
- d. MSDS

For additional information and requirements on airports, reference FAA A.C. 150/5320-15, "Management of Airport Industrial Waste".

9. Notification of Construction Activities

- a. Responsible representatives/points of contact

Points of Contact			
Name	Representing	Office	Cell
Chad Stradtman	St. James Municipal Airport	-	507-381-2833
Silas Parmar	Bolton & Menk	-	612-987-0138

- b. Notices to Airmen (NOTAMs)

Only the City may initiate or cancel a NOTAM on airport conditions and is the only entity that can close or open a runway. Points of contact for issuing NOTAMS are as follows:
Main Contact – Amanda Knoll, 507-375-5090

- c. Emergency notification procedures

- Emergency – DIAL 911
- City of St. James – (507) 375-3241
- CTAF radio emergency – 122.9 MHz
- St. James Police Department – (507) 375-3222
- St. James Fire Department – (507) 375-1220
- Hospital – Mayo Clinic Health System – (507) 375-3391
- Minnesota Poison Control – 800-222-1222

- d. Notification to the FAA

- i. Part 77

The project will affect navigable airspace. Therefore, the City will file an FAA 7460-1, Notice of Proposed Construction or Alteration, for the project. Any equipment, (cranes, graders, other equipment) used by the contractor that exceed the 25' height limitation must also have a 7460-1 airspace evaluation and determination prior to use.

10. Inspection Requirements

a. Daily inspections

Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. The City will have the final authority in determining if the area is suitable for aircraft use. *Attachment 2* contains a safety inspection checklist that may be used by the Contractor or City. Any deficiencies, whether caused by negligence, oversight, or project scope change, are to be addressed immediately.

b. Final inspection

An inspection must be conducted by the City prior to the commissioning of any newly constructed areas open to air traffic. The City will have the final authority in determining if the area is suitable for aircraft use. *Attachment 2* contains a safety inspection checklist that may be used by the Contractor or City.

11. Underground Utilities

Notify Gopher State One Call and owners of underground utilities within the construction area or within affected public rights-of-way or easements, via the "one-call" notification system (1-800-252-1166) in advance of the commencement of excavation activities. Notify the City when the "one-call" request is being initiated. Contractor must not cross electrical or communication cables unless protected by approved means. In the event of interruption to field-located utility services as a result of the work, promptly notify the City first, and then the proper authority. Cooperate with said authority in restoring service as promptly as possible. If required, the Contractor must install suitable temporary service until permanent repair is completed. Refer to General Provisions, Section 70.

12. Penalties

The Contractor is responsible for compliance with the CSPP as detailed herein. Violations will be cause for the project to be stopped and project safety procedures evaluated. Contractor working days will continue to be charged, even if the City ceases construction operations. The City will decide if and when work will continue. Enforcement of these regulations will be by the City. Refer to General Provision Section 80-06, Temporary Suspension of the Work, for further details. Failure to comply with the CSPP is a failure on the part of the contractor to carry out orders given or perform any provisions of the contract.

13. Special Conditions

An aircraft in distress may require the Contractor to immediately move equipment. The City will notify the Contractor in the unlikely event of an aircraft in distress. The Contractor will be required to comply with all City and/or Air Traffic instructions, and all equipment directed to be moved shall be relocated to the Staging Area.

Various circumstances, such as an aircraft accident, security breach, or other unforeseen event may require suspension of the construction. The City will notify the Contractor when suspension

of the work will be required. See Section 9 – Notification of Construction Activities for emergency contact information.

A VPD (vehicle / pedestrian deviation) is any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by the City. In the event of a VPD, the City reserves the right to suspend the work or any portion thereof and continue suspension until the completion of any investigation or evaluation by the City and full compliance with any corrective measures which the City may reasonably require. In addition, the City may require the Contractor to provide to the City a written plan, satisfactory to the City, to demonstrate the Contractor's ability to prevent future violations. See Section 5 – Contractor Access for vehicle and pedestrian operations and two-way radio communication requirements.

14. Runway and Taxiway Visual Aids

a. General

Airfield will remain open for the duration of the project

b. Markings

(i) Temporarily Closed Runway

Temporarily closed runways are identified on the Construction Operations & Safety Plan and identified in Section 2 – Construction Phasing. Temporarily closed runway at runway/taxiway intersections must have low-profile barricades placed outside the ROFZ.

(ii) Temporary Closed Taxiway

Temporarily closed taxiways are identified on the Construction Operations & Safety Plan and identified in Section 2 – Construction Phasing. Temporarily closed taxiways at runway/taxiway intersections must have low-profile barricades placed outside the ROFZ and the small X located 10 feet from the runway edge per Figure 2-4 in FAA A.C. 150/5370-2G.

c. Lighting and visual VISAIDs

N/A

15. Marking and Signs for Access Routes

The Contractor must place traffic control signs and/or devices, as appropriate and as shown on the CSPP, to advise other road users of construction operations and hauling. Signs and/or devices must conform with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23.

16. Hazard Marking and Lighting

Before starting work, the contractor must provide and have available all signs, barricades, and lights necessary for protection of the work. Install and maintain adequate warning signs and lighted barricades to protect property and personnel in the work area. Barricades must be weighted or anchored to prevent overturning from wind or aircraft engine blast.

Barricades are not permitted in any active safety area. Barricades located within a runway or taxiway object free area and/or on aprons must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights. Barricaded must be spaced according to

the function. For aircraft movement areas barricades must be placed at 10' on center. For vehicle movement areas barricades must be placed at 4' on center. For personnel movement area barricades must be placed with 0' spacing.

The Contractor must have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information as information included in their SPCD. Lighting must be checked for proper operation at least once per day, preferably at dusk.

Open trenches, excavations, or obstructions not being actively worked must be marked with lighted and weighted barricades which can be seen from a reasonable distance. Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the City, and light them with red lights during hours of restricted visibility or darkness.

17. Protection of Safety Areas

a. Runway Safety Area (RSA)

No construction may occur within the existing RSA while the runway is open for aircraft operations. Open trenches or excavations are not permitted within the RSA while the runway is open. If possible, backfill trenches before the runway is opened.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft.

Grading tolerances inside the safety area must be 5% maximum grade with no humps/depressions/drop-offs greater than 3-inches. The RSA is depicted on the Construction Operations, Safety, and Phasing plan contained in *attachment 1*. The dimension for the Runway 15/33 RSA is 75-FT each side of centerline and 300-FT beyond each runway end.

b. Runway Obstacle Free Zone (ROFZ)

Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open to aircraft operations. The runway OFZ is depicted on the Construction Operations, Safety, and Phasing plan contained in *Attachment 1*. The dimension for Runway 15/33 OFZ is 125-FT each side of centerline and 200-FT beyond each runway end.

c. Runway Object Free Area (ROFA)

Construction, including excavations, may be permitted within the ROFA. However, equipment must be removed from the ROFA when not in use and material shall not be stockpiled in the ROFA. The dimension for the Runway 15/33 ROFA is 250-FT each side of centerline and 300-FT beyond each runway end.

d. Taxiway Safety Area (TSA)

No construction may occur in the TSA while the taxiway is open to aircraft operations. For this project, the TSA will be 39.5-FT each side of centerline. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Backfill trenches before the taxiway is opened.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared

and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft.

e. Taxiway Object Free Area (TOFA)

No construction will be allowed within the taxiway object free area while the taxiway is open to aircraft operations. For this project, the TOFA will be 65.5-FT each side of centerline for all taxiways. The TLOFA will be 39.5' each side of centerline for all taxilanes.

f. Runway approach/departure surfaces

All personnel, material, and/or equipment must remain clear of approach/departure surfaces.

18. Other Limitations on Construction

a. Prohibitions

- Open flame welding or torches are prohibited unless fire safety precautions are provided and the airport has approved their use.
- The use of flare pots are prohibited within the Airport Operations Area (AOA).
- No smoking will be allowed within the airfield environment.

APPENDIX - 1

CONSTRUCTION SAFETY PHASING PLAN

See Plan Sheet G2.01

APPENDIX - 2
INSPECTION CHECKLISTS

Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project

Potentially Hazardous Conditions

ITEM	ACTION REQUIRED	NONE
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		<input type="checkbox"/>
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.		<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		<input type="checkbox"/>
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		<input type="checkbox"/>
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.		<input type="checkbox"/>
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		<input type="checkbox"/>
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		<input type="checkbox"/>
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		<input type="checkbox"/>
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		<input type="checkbox"/>

Obliterated or faded temporary markings on active operational areas.		<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		<input type="checkbox"/>
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		<input type="checkbox"/>
Lack of radio communications with construction vehicles in airport movement areas.		<input type="checkbox"/>
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		<input type="checkbox"/>
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		<input type="checkbox"/>
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		<input type="checkbox"/>
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		<input type="checkbox"/>
Site burning, which can cause possible obscuration.		<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.		<input type="checkbox"/>

APPENDIX - 3

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

REQUIREMENTS

Safety Plan Compliance Document

The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- (1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) **Phasing.** Discuss proposed construction schedule elements, including:
 - (a) Duration of each phase.
 - (b) Daily start and finish of construction, including "night only" construction.
 - (c) Duration of construction activities during:
 - (i) Normal runway operations.
 - (ii) Closed runway operations.
 - (iii) Modified runway "Aircraft Reference Code" usage.
- (3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- (4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.
- (5) **Contractor access.** Provide the following:
 - (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - (b) Listing of individuals requiring driver training (for certificated airports and as requested).
 - (c) Radio communications.
 - (i) Types of radios and backup capabilities.
 - (ii) Who will be monitoring radios.
 - (iii) Whom to contact if the ATCT cannot reach the contractor's designated person by radio.
 - (d) Details on how the contractor will escort material delivery vehicles.
- (6) **Wildlife management.** Discuss the following:
 - (a) Methods and procedures to prevent wildlife attraction.
 - (b) Wildlife reporting procedures.
- (7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- (8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
- (9) **Notification of construction activities.** Provide the following:

- (a) Contractor points of contact.
 - (b) Contractor emergency contact.
 - (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - (d) Batch plant details, including 7460-1 submittal.
- (10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- (11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- (12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- (13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- (14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
- (a) Equipment and methods for covering signage and airfield lights.
 - (b) Equipment and methods for temporary closure markings (paint, fabric, other).
 - (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas.** Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
- (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

AVIATION - SPECIAL NOTICE

******Important Notice******

REGARDING STATE AND FEDERAL WAGE DETERMINATIONS

ALL CONTRACTORS AND OTHERS INTERESTED IN THIS PROJECT SHALL NOTE THE FOLLOWING AND CONSIDER THE SAME IN BIDDING AND PERFORMING THE WORK:

The Contractor is responsible for paying the higher of the wage rates listed in the Davis-Bacon (Federal) or State of Minnesota Prevailing Wages, both of which are contained in this contract document.

The Contractor shall also note and conform to the appropriate Federal and State requirements for calculation of working hours, overtime pay, fringe benefits, and similar items. In particular, contractors shall note the State requirement that all hours worked in excess of 8 hours per day or 40 hours per week shall be paid at a rate of one and one-half times the basic hourly rate.

The Contractor shall be responsible for submitting weekly payrolls to be reviewed for compliance with the State and Federal Wage Determinations that apply to this project. Mn/DOT acceptable forms shall be used for this reporting purpose.

FEDERAL DAVIS – BACON WAGE RATES

6 Unit T-Hangar

St. James Municipal Airport (JYG)

25X.139514

FAA AIP 3-27-0137-022-2026

FAA AIG 3-27-0137-023-2026

City of St. James

St. James, MN

NURSERY OPERATOR).....\$ 31.66	22.78
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....\$ 32.97	24.46
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICLLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....\$ 33.80	12.06
LATHER.....\$ 22.00	0.00
MILLWRIGHT.....\$ 41.66	35.40
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....\$ 34.28	24.83
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.).....\$ 22.25	3.35
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....\$ 49.46	30.23
PIPEFITTER/STEAMFITTER.....\$ 44.02	27.27
PIPELAYER (WATER, SEWER AND GAS).....\$ 26.50	8.00
PLASTERER.....\$ 14.00	0.00
PLUMBER.....\$ 44.12	27.17
POWER EQUIPMENT OPERATOR: (Commercial Group 1).....\$ 51.03	26.40
HELICOPTER PILOT; TOWER CRANE 250 FEET AND OVER; TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB	
POWER EQUIPMENT OPERATOR: (Commercial Group 2).....\$ 50.64	26.90
TOWER CRANE 200 FEET AND OVER; CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER; PILE DRIVING WHEN THREE DRUMS IN USE; TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB	
POWER EQUIPMENT OPERATOR: (Commercial Group 3).....\$ 49.05	26.90
ALL-TERRAIN VEHICLE CRANES; CONCRETE PUMP 32-49 METERS/102-164 FEET; DERRICK (GUY & STIFFLEG); SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN; STATIONARY TOWER CRANE UP TO 200 FEET; TRAVELING TOWER CRANE; TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB	

POWER EQUIPMENT OPERATOR:

(Commercial Group 4).....\$ 48.68 26.90
CRAWLER BACKHOE INCLUDING ATTACHMENTS; FIREPERSON, CHIEF
BOILER LICENSE; HOIST ENGINEER (THREE DRUMS OR MORE);
LOCOMOTIVE; OVERHEAD CRANE (INSIDE BUILDING PERIMETER);
TRACTOR . BOOM TYPE

POWER EQUIPMENT OPERATOR:

(Commercial Group 5).....\$ 46.51 26.90
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES);
CONCRETE MIXER; CONCRETE PUMP UP TO 31 METERS/101 FEET OF
BOOM; DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN
USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION;
FORKLIFT; FRONT END, SKID STEER 1 C YD AND OVER; HOIST
ENGINEER (ONE OR TWO DRUMS); MECHANIC (ON POWER EQUIPMENT);
POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND
OVER); PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES);
SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM
FOOT PIN; STRADDLE CARRIER; TRACTOR OVER D2; WELL POINT PUMP

POWER EQUIPMENT OPERATOR:

(Commercial Group 6).....\$ 29.39 17.00
CONCRETE BATCH PLANT; FIREPERSON, FIRST CLASS BOILER LICENSE;
FRONT END, SKID STEER UP TO 1 C YD; GUNITE MACHINE; TRACTOR
OPERATOR D2 OR SIMILAR SIZE; TRENCHING MACHINE (SEWER, WATER,
GAS) EXCLUDES WALK BEHIND TRENCHER

POWER EQUIPMENT OPERATOR:

(Commercial Group 7).....\$ 43.55 26.90
AIR COMPRESSOR 600 CFM OR OVER; BRAKEPERSON; CONCRETE
PUMP/PUMPCRETE OR COMPLACO TYPE; FIREPERSON, TEMPORARY HEAT
SECOND CLASS BOILER LICENSE; OILER (POWER SHOVEL, CRANE, TRUCK
CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER
SIMILAR POWER EQUIPMENT); PICK UP SWEEPER (ONE CUBIC YARD
HOPPER CAPACITY); PUMP AND/OR CONVEYOR

POWER EQUIPMENT OPERATOR:

(Commercial Group 8).....\$ 41.28 26.40
ELEVATOR OPERATOR; GREASER; MECHANICAL SPACE HEATER (TEMPORARY
HEAT NO BOILER LICENSE REQUIRED)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 2).....\$ 34.94 26.40
GRADER OR MOTOR PATROL; TUGBOAT 100 H.P. AND OVER WHEN LICENSE
REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 38.00 8.75
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; DERRICK (GUY OR
STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY
ONLY); DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER;
LOCOMOTIVE CRANE OPERATOR; TANDEM SCRAPER; TUGBOAT 100 H.P AND
OVER (HIGHWAY AND HEAVY ONLY)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 31.00 8.75
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR)
(HIGHWAY AND HEAVY ONLY); BACKFILLER OPERATOR; BITUMINOUS
ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER);
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING
PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES
(OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL
OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS
OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS;
CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND

SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY); CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DUAL TRACTOR; ELEVATING GRADER; GPS REMOTE OPERATING OF EQUIPMENT; HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE (HIGHWAY AND HEAVY ONLY); MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY); SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY); TUB GRINDER, MORBARK, OR SIMILAR TYPE

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 31.71	26.40
BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED JACK; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)	

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 26.00	8.75
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; DREDGE DECK HAND; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); LEVER PERSON; POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING	

ROOFER.....\$ 39.01	21.93
---------------------	-------

SHEET METAL WORKER.....\$ 45.00	7.82
---------------------------------	------

SIGN ERECTOR.....\$ 37.19	19.88
---------------------------	-------

SPRINKLER FITTER.....\$ 43.53	26.67
-------------------------------	-------

Survey Field Technician (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS).....\$ 31.00	7.50
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------

TERRAZZO WORKER.....\$ 39.49	18.82
------------------------------	-------

TILE FINISHER.....\$ 20.90	5.17
----------------------------	------

TILE SETTER.....\$ 44.90	5.65
--------------------------	------

TRUCK DRIVER (Group 1).....\$ 33.00	8.75
MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)	
TRUCK DRIVER (Group 2).....\$ 33.00	8.75
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK	
TRUCK DRIVER (Group 3).....\$ 29.00	8.00
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS	
TRUCK DRIVER (Group 4).....\$ 14.50	0.00
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.	
UNDERGROUND AND OPEN DITCH	
LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....\$ 33.51	22.39
WIRING SYSTEM TECHNICIAN.....\$ 47.73	22.24
WIRING SYSTEMS INSTALLER.....\$ 33.44	17.82

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections under Executive Order 13658 is available at 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION

"

STATE WAGE RATES

6 Unit T-Hangar
St. James Municipal Airport (JYG)
25X.139514
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
City of St. James
St. James, MN

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 83

County Name: WATONWAN

Effective: 2025-12-22

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
 Prevailing Wage Section
 443 Lafayette Road N
 St Paul, MN 55155
 (651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: WATONWAN (83)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-12-22	34.58	25.73	60.31
		2026-05-01	35.83	27.48	63.31
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	34.58	25.73	60.31
		2026-05-01	35.83	27.48	63.31
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104*	FLAG PERSON	2025-12-22	27.74	21.57	49.31
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106*	BLASTER	2025-12-22	20.29	16.07	36.36
107*	PIPELAYER (WATER, SEWER AND GAS)	2025-12-22	42.51	26.01	68.52
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLLEPREVWAGE@STATE.MN.US			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-12-22	40.51	26.01	66.52
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2025-12-22	31.00	7.50	38.50
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	FOR RATE CALL 651-284-5091 OR EMAIL DLLEPREVWAGE@STATE.MN.US			
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-12-22	35.00	8.75	43.75
202*	BOOM TRUCK	2025-12-22	35.25	5.46	40.71
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2025-12-22	33.80	12.06	45.86

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
204	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US			
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-12-22	22.25	3.35	25.60

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2 *		2025-12-22	34.94	26.40	61.34
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2025-12-22	38.00	8.75	46.75
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2025-12-22	31.00	8.75	39.75
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
340				
341				
345				
347				
348				
349				
350				
352				
354				
356				
357				
359				
360				
361				
362				
363				
365				
367				
GROUP 5 *	2025-12-22	31.71	26.40	58.11
370				
371				
372				
375				
376				
377				
379				
381				
382				
383				
384				
385				
GROUP 6 *	2025-12-22	28.00	3.13	31.13
387				
389				
391				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
393				
395				
396				
397				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1 *	2025-12-22	52.39	29.40	81.79
	2026-05-04	54.21	31.00	85.21
501				
502				
503				
GROUP 2 *	2025-12-22	51.99	29.40	81.39
	2026-05-04	53.79	31.00	84.79
504				
505				
506				
507				
GROUP 3 *	2025-12-22	50.34	29.40	79.74
	2026-05-04	52.08	31.00	83.08
508				
509				
510				
511				
512				
513				
514				
GROUP 4 *	2025-12-22	38.00	1.71	39.71
515				
516				
517				
518				
519				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
520				
TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5 *	2025-12-22	47.25	29.40	76.65
	2026-05-04	48.52	31.00	79.52
521				
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522				
CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523				
CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524				
DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525				
FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526				
FRONT END, SKID STEER 1 C YD AND OVER				
527				
HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528				
MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529				
POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530				
PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531				
SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532				
STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533				
TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534				
WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *	2025-12-22	31.00	5.41	36.41
535				
CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536				
FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537				
FRONT END, SKID STEER UP TO 1 C YD				
538				
GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539				
TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7 *	2025-12-22	44.18	29.40	73.58
	2026-05-04	45.34	31.00	76.34
541				
AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542				
BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543				
CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544				
FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546				
PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547				
PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 8 *	2025-12-22	41.28	26.40	67.68
548				ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)
549				GREASER (COMMERCIAL CONSTRUCTION ONLY)
550				MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)
TRUCK DRIVERS				
GROUP 1	2025-12-22	33.00	8.75	41.75
601				MECHANIC . WELDER
602				TRACTOR TRAILER DRIVER
603				TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)
GROUP 2 *	2025-12-22	27.50	1.69	29.19
604				FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK
GROUP 3 *	2025-12-22	38.00	5.46	43.46
605				BITUMINOUS DISTRIBUTOR DRIVER
606				BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)
607				THREE AXLE UNITS
GROUP 4 *	2025-12-22	30.00	6.18	36.18
608				BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)
609				DUMP PERSON
610				GREASER
611				PILOT CAR DRIVER
612				RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS
613				TWO AXLE UNIT
614				SLURRY OPERATOR
615				TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)
616				TRACTOR OPERATOR, UNDER 50 H.P.
SPECIAL CRAFTS				
701	2025-12-22	55.34	33.85	89.19
	2026-06-08	59.39	33.85	93.24
702*	2025-12-22	48.35	31.93	80.28
703*	2025-12-22	49.92	28.32	78.24

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
	2026-05-04	52.92	28.32	81.24	
704*	CARPENTERS	2025-12-22	36.14	27.98	64.12
	2026-05-04	39.14	27.98	67.12	
705*	CARPET LAYERS (LINOLEUM)	2025-12-22	34.03	22.65	56.68
706	CEMENT MASONS	2025-12-22	49.92	27.16	77.08
	2026-05-01	52.92	27.16	80.08	
707	ELECTRICIANS	2025-12-22	46.45	23.56	70.01
708*	ELEVATOR CONSTRUCTORS	2025-12-22	62.52	45.36	107.88
	2026-01-01	65.21	46.21	111.42	
709*	GLAZIERS	2025-12-22	50.98	28.25	79.23
	2026-06-01	54.03	28.25	82.28	
710*	LATHERS	2025-12-22	22.00	0.00	22.00
712	IRONWORKERS	2025-12-22	46.35	37.86	84.21
	2026-05-03	49.50	37.86	87.36	
714*	MILLWRIGHT	2025-12-22	42.95	37.81	80.76
	2026-05-01	46.15	37.81	83.96	
715*	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-12-22	35.28	26.16	61.44
716*	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-12-22	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2025-12-22	42.02	29.27	71.29
718*	PLASTERERS	2025-12-22	14.00	0.00	14.00
719*	PLUMBERS	2025-12-22	42.12	29.17	71.29

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
720	ROOFER	2025-12-22	41.06	22.68	63.74
721	SHEET METAL WORKERS	2025-12-22	38.58	23.61	62.19
		2026-05-01	41.58	23.61	65.19
722*	SPRINKLER FITTERS	2025-12-22	45.93	27.26	73.19
		2026-04-01	48.71	28.56	77.27
723*	TERRAZZO WORKERS	2025-12-22	39.49	18.82	58.31
724*	TILE SETTERS	2025-12-22	44.90	5.65	50.55
725*	TILE FINISHERS	2025-12-22	20.90	5.17	26.07
726*	DRYWALL TAPER	2025-12-22	34.55	26.48	61.03
727	WIRING SYSTEM TECHNICIAN	2025-12-22	51.07	24.02	75.09
		2026-07-02	54.44	24.02	78.46
728*	WIRING SYSTEMS INSTALLER	2025-12-22	35.78	19.15	54.93
		2026-07-02	38.15	19.15	57.30
729	ASBESTOS ABATEMENT WORKER	2025-12-22	41.23	25.99	67.22
730*	SIGN ERECTOR	2025-12-22	34.91	20.31	55.22

TRUCK RENTAL RATES

6 Unit T-Hangar
St. James Municipal Airport (JYG)
25X.139514
FAA AIP 3-27-0137-022-2026
FAA AIG 3-27-0137-023-2026
City of St. James
St. James, MN

Dec. 22, 2025

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective December 22, 2025. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Dec. 1, 2025, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 12, 2025.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$64.83	\$37.35	\$102.18
	Increase May 01, 2026	\$67.42	\$37.35	\$104.77
Region 2	Certification date	\$57.49	\$37.35	\$94.84
	Increase May 01, 2026	\$59.79	\$37.35	\$97.14
Region 3	Certification date	\$46.26	\$37.35	\$83.61

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 4	Certification date	\$60.37	\$37.35	\$97.72
Region 5	Certification date	\$48.01	\$37.35	\$85.36
Region 6	Certification date	\$57.25	\$37.35	\$94.60
Region 7	Certification date	\$47.10	\$37.35	\$84.45
Region 8	Certification date	\$43.50	\$37.35	\$80.85
Region 9	Certification date	\$65.30	\$37.35	\$102.65
	Increase May 01, 2026	\$67.91	\$37.35	\$105.26
Region 10	Certification date	\$59.51	\$37.35	\$96.86

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$64.95	\$73.41	\$138.36
	Increase May 01, 2026	\$67.55	\$73.41	\$140.96
Region 2	Certification date	\$54.72	\$73.41	\$128.13
Region 3	Certification date	\$41.98	\$73.41	\$115.39
Region 4	Certification date	\$53.73	\$73.41	\$127.14
Region 5	Certification date	\$54.76	\$73.41	\$128.17

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 6	Certification date	\$62.86	\$73.41	\$136.27
	Increase May 01, 2026	\$65.37	\$73.41	\$138.78
Region 7	Certification date	\$57.65	\$73.41	\$131.06
	Increase May 01, 2026	\$59.96	\$73.41	\$133.37
Region 8	Certification date	\$46.00	\$73.41	\$119.41
Region 9	Certification date	\$65.41	\$73.41	\$138.82
	Increase May 01, 2026	\$68.03	\$73.41	\$141.44
Region 10	Certification date	\$56.06	\$73.41	\$129.47

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$65.58	\$54.96	\$120.54	\$11.46	\$132.00
	Increase May 01, 2026	\$68.20	\$54.96	\$123.16	\$11.46	\$134.62
Region 2	Certification date	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
	Increase May 01, 2026	\$60.58	\$54.96	\$115.54	\$11.46	\$127.00
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 5	Certification date	\$28.84	\$54.96	\$83.80	\$11.46	\$95.26
Region 6	Certification date	\$63.50	\$54.96	\$118.46	\$11.46	\$129.92
	Increase May 01, 2026	\$66.04	\$54.96	\$121.00	\$11.46	\$132.46
Region 7	Certification date	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
	Increase May 01, 2026	\$60.58	\$54.96	\$115.54	\$11.46	\$127.00
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92
Region 9	Certification date	\$66.05	\$54.96	\$121.01	\$11.46	\$132.47
	Increase May 01, 2026	\$68.69	\$54.96	\$123.65	\$11.46	\$135.11
Region 10	Certification date	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
	Increase May 01, 2026	\$60.58	\$54.96	\$115.54	\$11.46	\$127.00

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at <https://dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates>. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI commissioner

ST. JAMES MUNICIPAL AIRPORT (JYG)

CONSTRUCTION PLANS FOR 6 UNIT T-HANGAR

FAA AIG NO. 3-27-0137-022-2026
BMI PROJECT NO. 25X.139514.000

MARCH, 2026



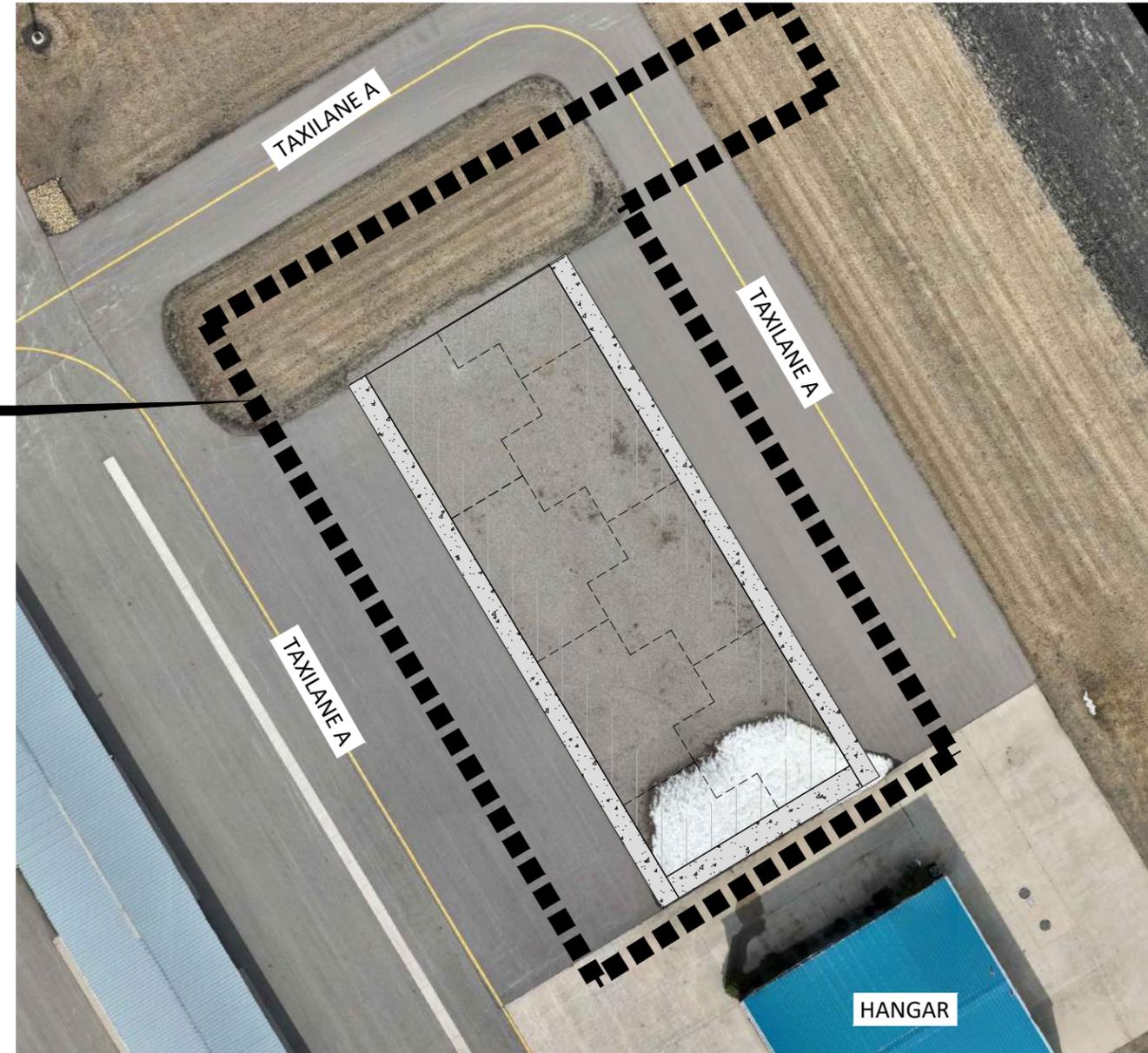
CITY: ST. JAMES
COUNTY: WATONWAN

PROJECT LOCATION

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."

PROJECT LOCATION



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET & STATEMENT OF ESTIMATED QUANTITIES
G2.01	CONSTRUCTION SAFETY & PHASING PLAN
CIVIL	
C0.01	EXISTING CONDITIONS & REMOVALS SHEET
C1.01	TYPICAL SECTIONS, DETAILS & SOIL BORINGS
C3.01	GRADING PLAN
C8.01	HANGAR ELEVATIONS & FLOOR PLAN
ELECTRICAL	
E1.01	ELECTRICAL PLAN
THIS PLAN SET CONTAINS <u>7</u> SHEETS.	

STATEMENT OF ESTIMATED QUANTITIES

SPEC NO.	ITEM	UNIT	EST. QUANTITY
BASE BID - 6 UNIT T-HANGAR			
-	6 UNIT T-HANGAR; COMPLETE DESIGN BUILD	LUMP SUM	1

NOTE

ALL QUANTITIES ARE ESTIMATES FOR BIDDING PURPOSES AND SHALL NOT BE ADJUSTED. ESTIMATED COMMON EXCAVATION QUANTITY INCLUDES SITE WORK AND EXCLUDES ANY EXCAVATION AS PART OF THE CONSTRUCTION OF THE HANGAR BUILDING. ALL PAYMENT FOR MATERIALS AND LABOR FOR ALL PROJECT COMPONENTS SHALL BE BY LUMP SUM BID OF THE ENTIRE PROJECT.

ITEM	UNIT	ESTIMATED QUANTITY
BASE BID - 6 UNIT T-HANGAR		
REMOVE BITUMINOUS PAVEMENT	SY	16
COMMON EXCAVATION (P)	CY	103
SUBGRADE EXCAVATION (P)	CY	11
CONSTRUCT CATCH BASIN DES R-1 (2' X 3')	EA	1
INLINE DRAIN INLET, 12"	EA	1
6" PVC PIPE DRAIN	LF	54
6" PVC PIPE DRAIN, DIRECTIONALLY DRILLED	LF	100
SEDIMENT CONTROL LOG	LF	60
6" TOPSOIL RESPREAD	ACRE	0.2
FERTILIZER, TYPE 1	ACRE	0.2
SEEDING, MIXTURE 25-131	ACRE	0.2
HYDRAULIC MULCH MATRIX	ACRE	0.2
RIPRAP REMOVAL	CY	2

© Bolton & Menk, Inc. 2026. All Rights Reserved. 1331A125X139514000 CAD (24) 139514 - G001.dwg 3/27/2026 8:41:14 AM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Silas P. Parmar
SILAS P. PARMAR, P.E.
LIC. NO. 48688 DATE 03/10/2026



1960 PREMIER DRIVE
MANKATO, MN 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.	24X.139514		

ST. JAMES MUNICIPAL AIRPORT (JYG)

6 UNIT T-HANGAR

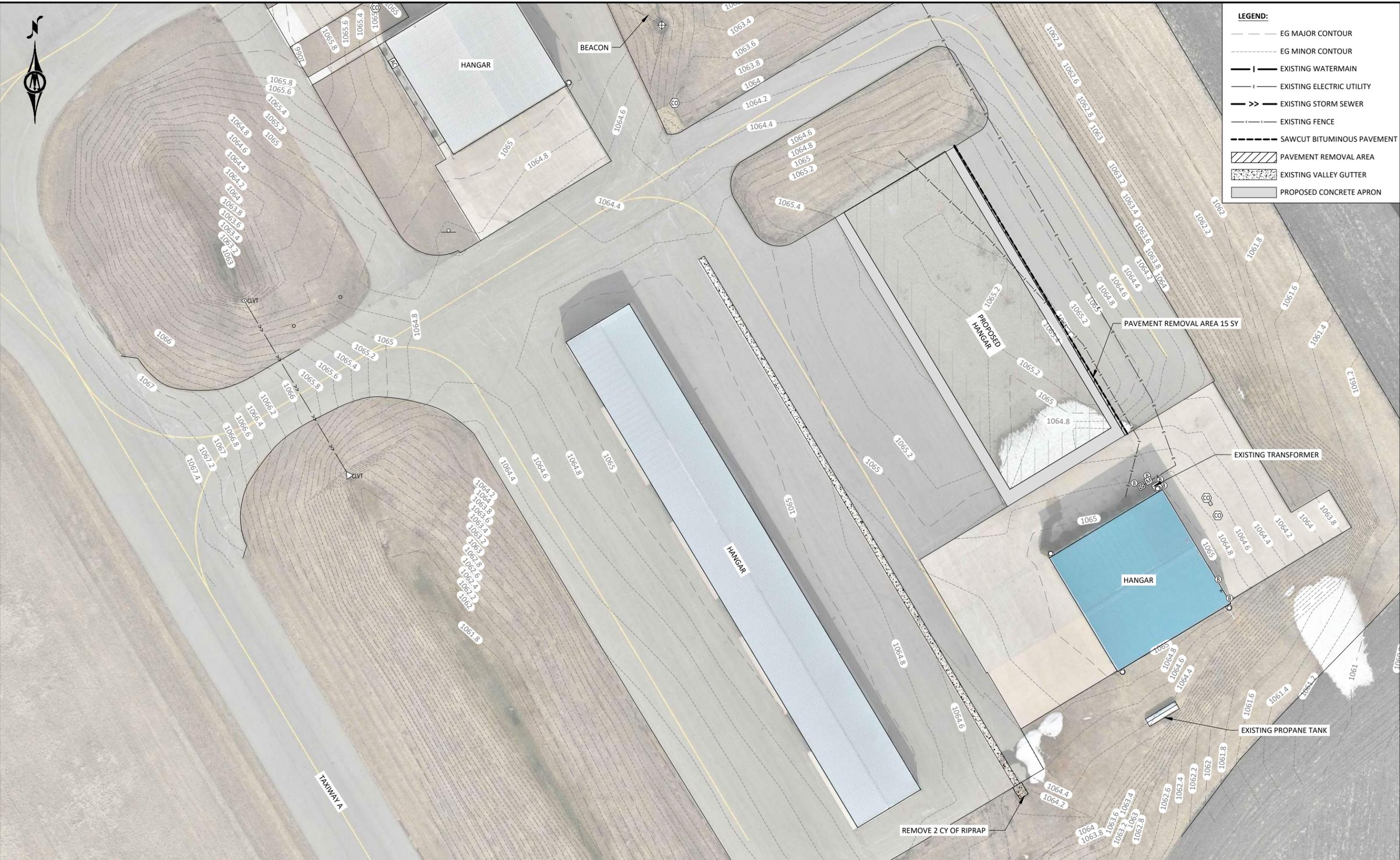
TITLE SHEET & STATEMENT OF ESTIMATED QUANTITIES

SHEET

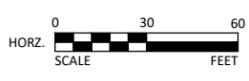
G0.01



- LEGEND:**
- EG MAJOR CONTOUR
 - - - EG MINOR CONTOUR
 - | — EXISTING WATERMAIN
 - e — EXISTING ELECTRIC UTILITY
 - >> — EXISTING STORM SEWER
 - — — EXISTING FENCE
 - — — SAWCUT BITUMINOUS PAVEMENT
 - ▨ PAVEMENT REMOVAL AREA
 - ▤ EXISTING VALLEY GUTTER
 - ▥ PROPOSED CONCRETE APRON



© Bolton & Menk, Inc. 2026. All Rights Reserved
 131A123139514.CAD(139514 - C01.dwg 3/2/2026 8:41:57 AM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Silas P. Parmar
 SILAS P. PARMAR, P.E.
 LIC. NO. 48688 DATE 03/10/2026



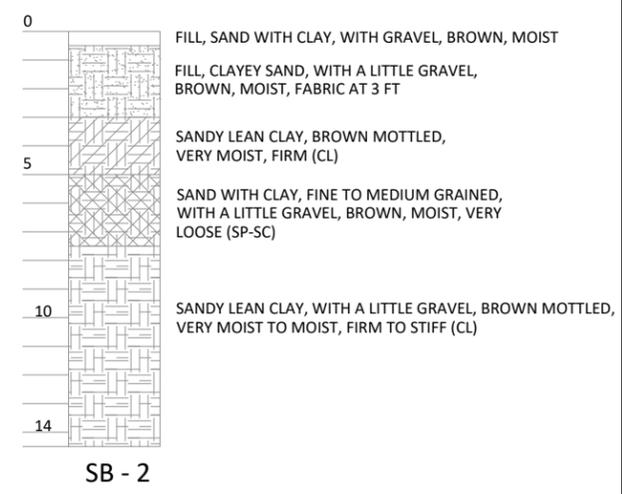
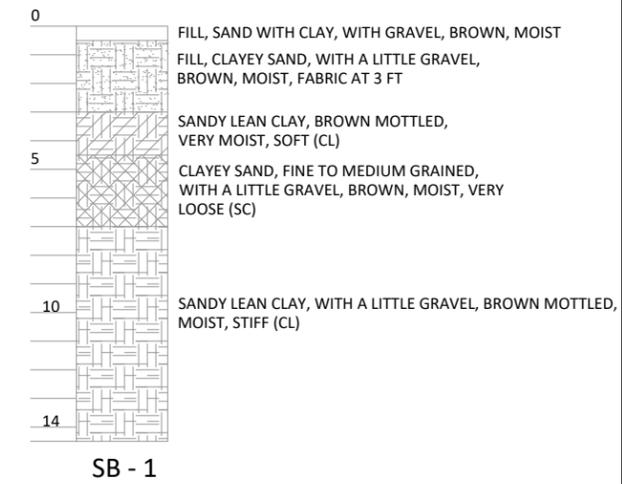
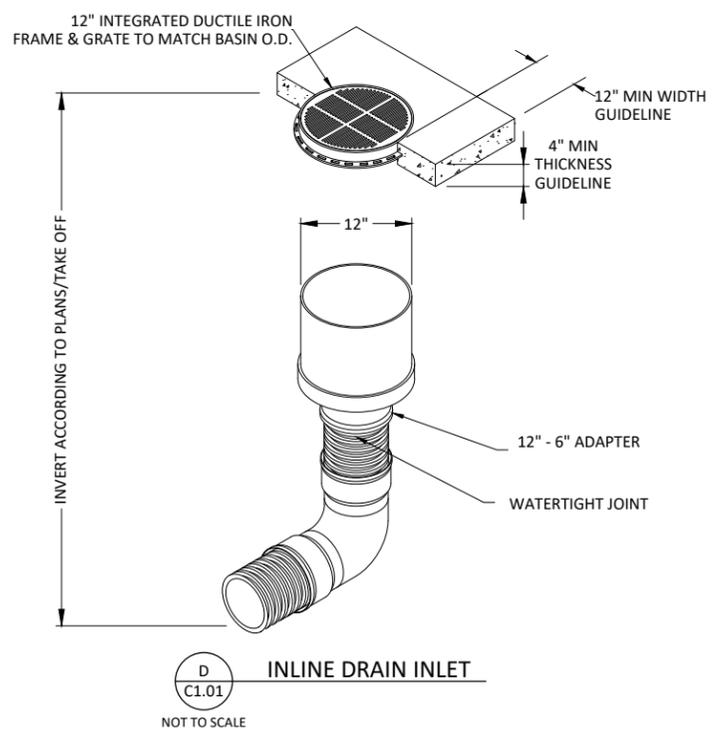
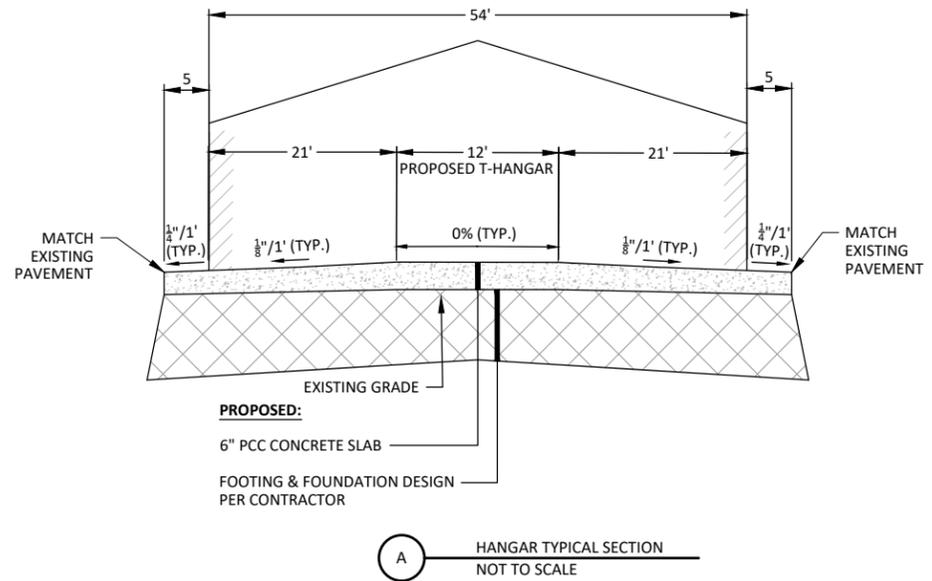
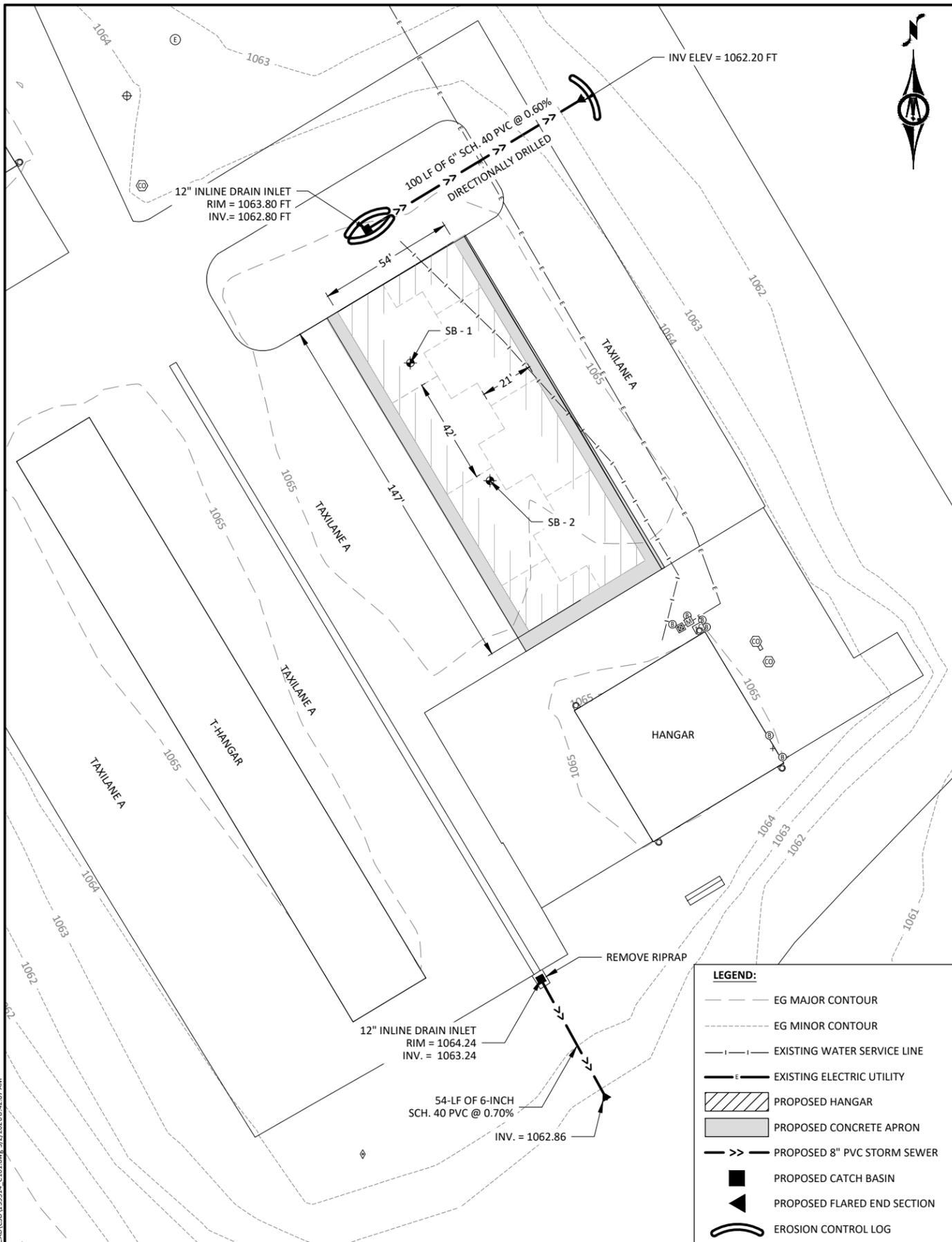
1960 PREMIER DRIVE
 MANKATO, MN 56001
 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
 www.bolton-menk.com



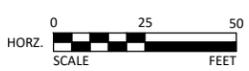
DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.	24X.139514		

ST. JAMES MUNICIPAL AIRPORT (JYG)
 6 UNIT T-HANGAR
 EXISTING CONDITIONS & REMOVALS SHEET

SHEET
C0.01



© Bolton & Menk, Inc. 2026. All Rights Reserved. 24X139514-0001-CAD-C1.01 Rev. 3/2/2026 8:42:07 AM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Silas P. Parmar
SILAS P. PARMAR, P.E.
LIC. NO. 48688 DATE 03/10/2026



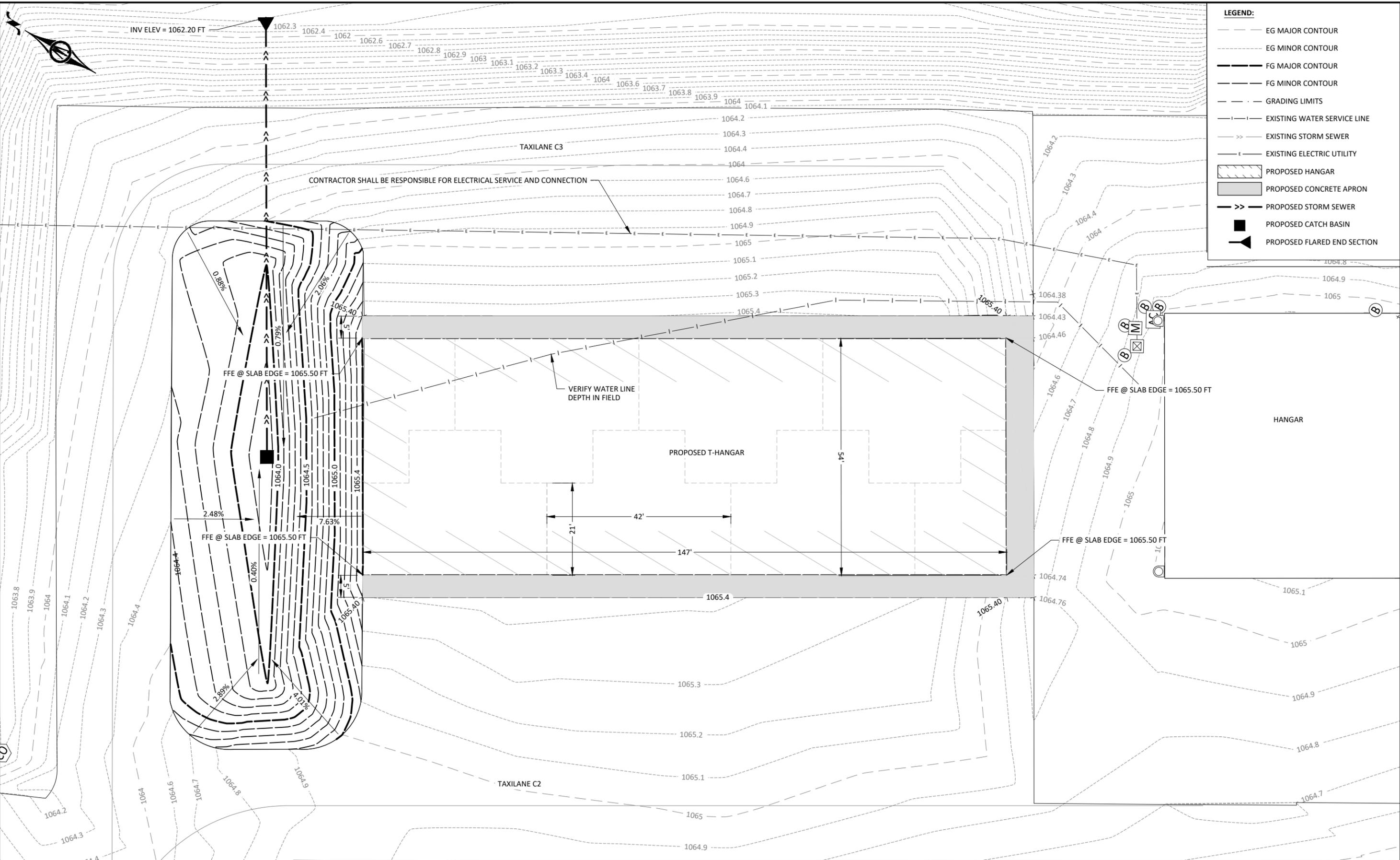
1960 PREMIER DRIVE
MANKATO, MN 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.	24X.139514		

ST. JAMES MUNICIPAL AIRPORT (JYG)
6 UNIT T-HANGAR
TYPICAL SECTIONS, DETAILS, & SOIL BORINGS

SHEET
C1.01



- LEGEND:**
- EG MAJOR CONTOUR
 - EG MINOR CONTOUR
 - FG MAJOR CONTOUR
 - FG MINOR CONTOUR
 - - - GRADING LIMITS
 - - - EXISTING WATER SERVICE LINE
 - - - EXISTING STORM SEWER
 - - - EXISTING ELECTRIC UTILITY
 - ▨ PROPOSED HANGAR
 - ▩ PROPOSED CONCRETE APRON
 - PROPOSED STORM SEWER
 - PROPOSED CATCH BASIN
 - ▲ PROPOSED FLARED END SECTION

© Bolton & Menk, Inc. 2026. All Rights Reserved.
 131A12313951400 CAD(C3)139514 C301.dwg 3/27/2026 8:42:10 AM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Silas P. Parmar
 SILAS P. PARMAR, P.E.
 LIC. NO. 48688 DATE 03/10/2026



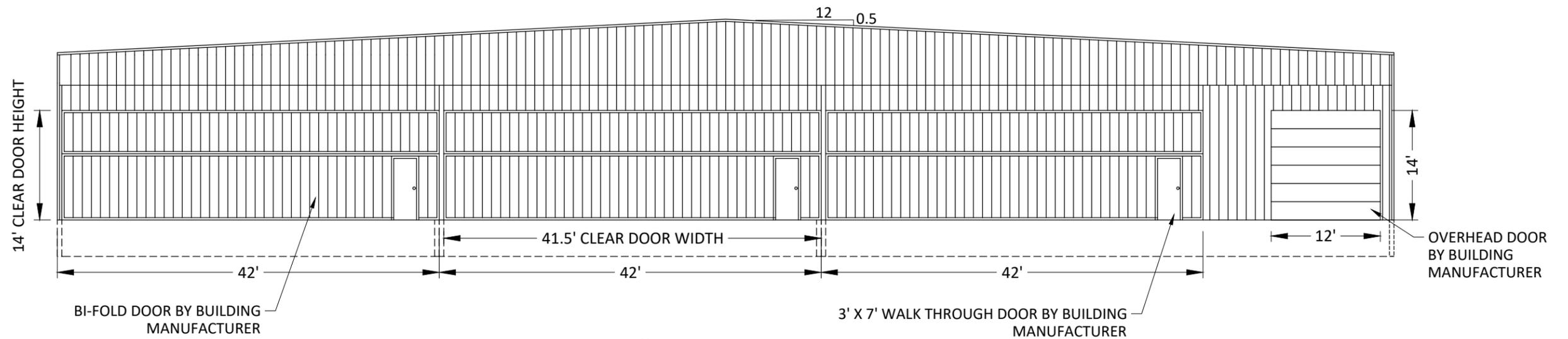
1960 PREMIER DRIVE
 MANKATO, MN 56001
 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
 www.bolton-menk.com



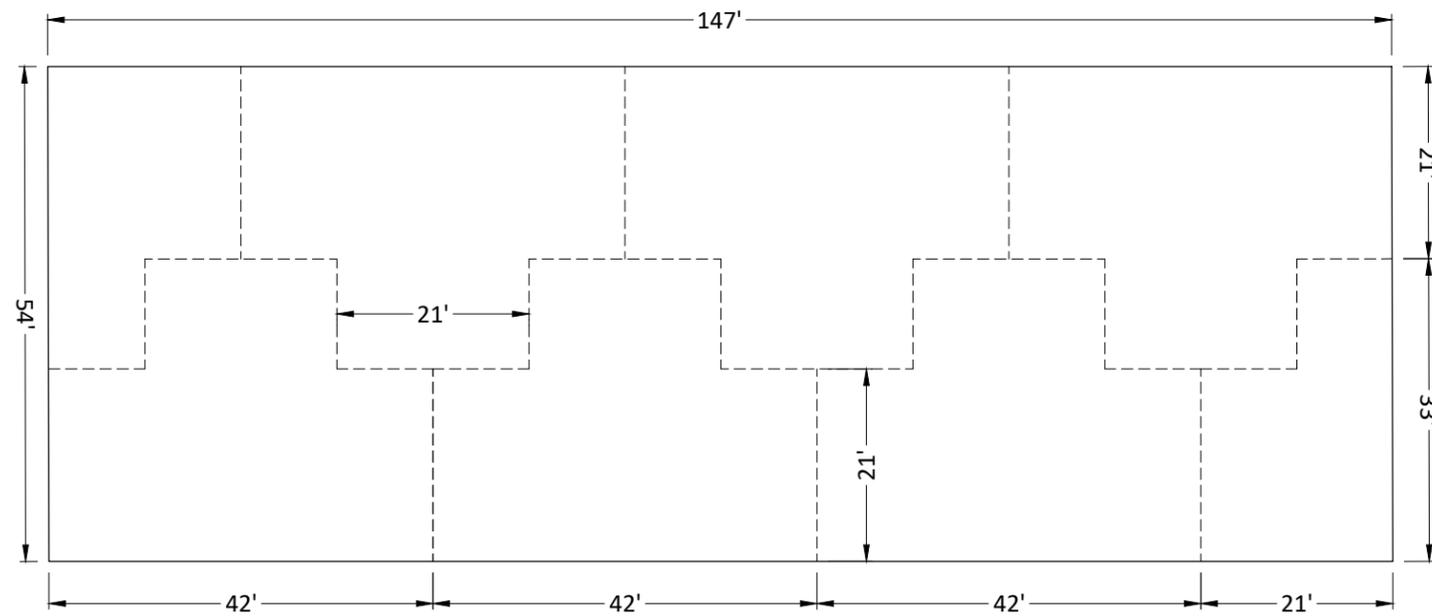
DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.	24X.139514		

ST. JAMES MUNICIPAL AIRPORT (JYG)
 6 UNIT T-HANGAR
 GRADING PLAN

SHEET
C3.01



A ELEVATION VIEW 6-UNIT T-HANGAR
NOT TO SCALE



B PLAN VIEW - 6 UNIT T-HANGAR
NOT TO SCALE

© Bolton & Menk, Inc. 2026. All Rights Reserved. 131A123139514001 CAD/CD/139514_C801.dwg 3/27/2026 8:42:27 AM

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Silas P. Parmar
SILAS P. PARMAR, P.E.
LIC. NO. 48688 DATE 03/10/2026



1960 PREMIER DRIVE
MANKATO, MN 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.			
24X.139514			

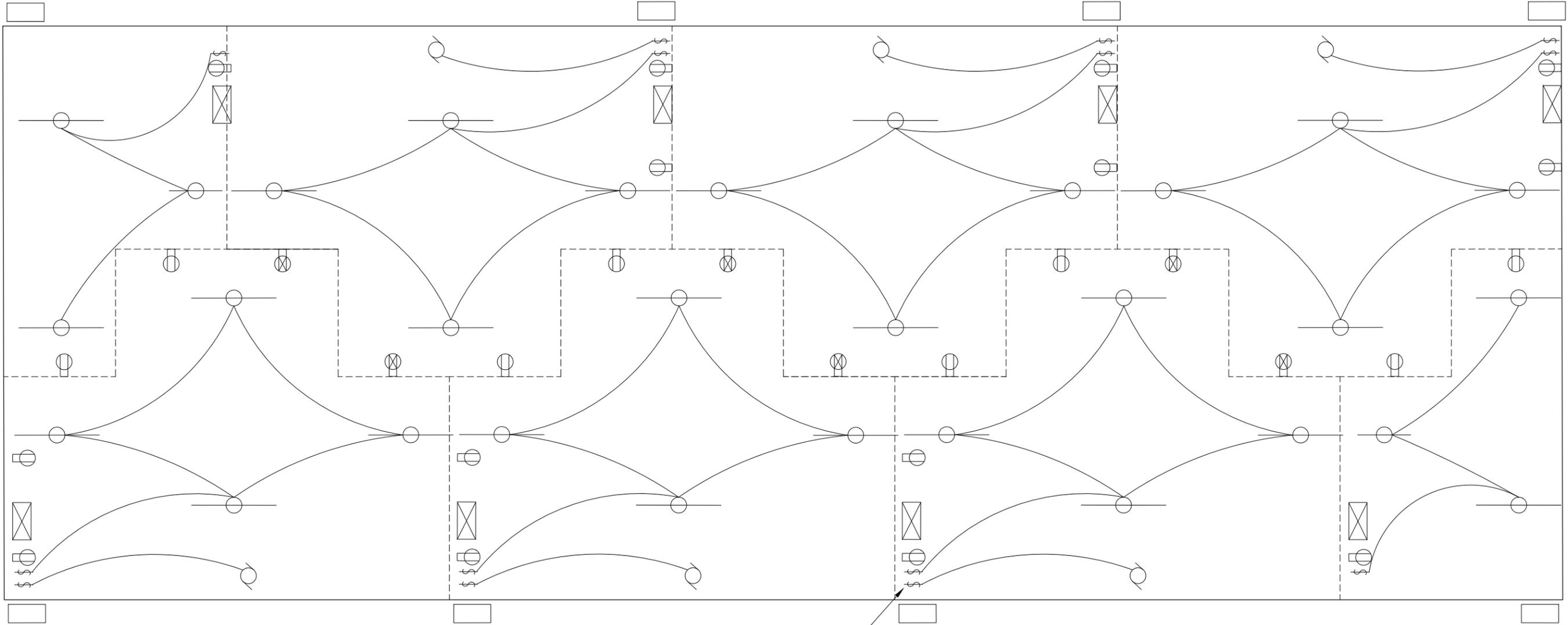
ST. JAMES MUNICIPAL AIRPORT (JYG)

6 UNIT T-HANGAR

HANGAR ELEVATIONS & FLOOR PLAN

SHEET

C8.01



SWITCHES (TYP. EACH BAY)
 • HANGAR DOOR (3 BUTTON)
 • INTERIOR LIGHTS

LEGEND	
	8' LED LIGHT BAR
	LED WALL PACK
	INTERIOR 100 AMP PANEL
	OUTLET, 20 A GFCI DUPLEX OUTLET
	OUTLET, 220V GFCI DUPLEX OUTLET
	SWITCHES

© Bolton & Menk, Inc. 2026. All Rights Reserved. 24X.139514 E102.dwg 3/7/2026 8:52:35 AM

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Silas P. Parmar
 SILAS P. PARMAR, P.E.
 LIC. NO. 48688 DATE 03/10/2026



1960 PREMIER DRIVE
 MANKATO, MN 56001
 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
 www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.	24X.139514		

ST. JAMES MUNICIPAL AIRPORT (JYG)
 6 UNIT T-HANGAR
 ELECTRICAL PLAN

SHEET
 E1.01