



**Request for Bids
20-08 Re-Roofing Project
Capital Region Airport Authority**

Solicitation Number	Request for Bids (RFB) 20-08
Solicitation Title	Re-Roofing Project
Purpose	To solicit bids from responsive and responsible bidders to provide Re-Roofing Services per Carlisle's Specifications for Capital Region International Airport.
Deadline for Bid Submissions	September 23, 2020
Submit Bid to this Address	Capital Region Airport Authority 4100 Capital City Blvd. Lansing, MI 48906
Required Bid Copies	One (1) original and two (2) copies
Direct All Inquiries To	purchasing@craa.com
This RFB is Comprised of	Section 1 - Glossary of Terms Section 2 - Instructions and Special Requirements Section 3 - Minimum Qualifications Section 4 - Scope of Work Section 5 - Specifications and Special Provisions Section 6 - Terms and Conditions Section 7 - Federal Contract Provisions Section 8 - Required Forms and Attachments

**REQUEST FOR BIDS (RFB) 20-08
for
RE-ROOFING PROJECT**

Issue Date: September 1, 2020

Pre-Bid Site Tour: September 8, 2020 @ 11:00 am

Pre-Bid Question Deadline: September 14, 2020

Email Questions to: purchasing@craa.com

Bid Deadline: September 23, 2020 @ 3:00 PM
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

Public Bid Opening: September 23, 2020

CRAA Contact: Bonnie Wohlfert, Executive Assistant
Phone: (517) 886-3714, Fax: (517) 321-6197

DESCRIPTION: The Capital Region Airport Authority is requesting bids for Re-roofing Project. Work to be completed at the Capital Region International Airport. All work will be performed between October 1, 2020 through October 1, 2022.

Bids must be received by the Airport Authority by the exact date and time indicated above. Late bids will not be accepted.

Negotiation of a contract with the lowest, responsive and responsible Bidder is anticipated to occur in September 2020.

This Request for Bids (RFB) may be viewed or obtained as follows:

1. To download this RFB, all attachments, and all addenda, access the Airport Authority website at: <http://www.flylansing.com/media>
2. To view a copy of the RFB, all attachments, and all addenda, visit the following location:

Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
(517) 321-6121

Important Note: It is the responsibility of the Bidders to view, obtain or download all addenda issued by the Airport Authority for this RFB.

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SECTION 1- GLOSSARY OF TERMS

- 1) **Airports:** Capital Region International Airport and Mason Jewett Field.
- 2) **Board:** The governing body of the airport.
- 3) **Business:** An individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
- 4) **Currency:** All monetary references in this document are in us dollars.
- 5) **Contractor:** The successful awarded bidder of a solicitation, who is legally bound to the contract.
- 6) **Capital Region Airport Authority:** Owner of the Capital Region International Airport and Mason Jewett Field
- 7) **Form of Agreement or FOA:** The contract document for the solicitation.
- 8) **Freedom of Information Act (FOIA):** Regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
- 9) **Holiday:** The legal holidays observed by the Airport Authority. (New Year's Eve, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day)
- 10) **Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.
- 11) **Nonresponsible Bid:** A bid submitted in reply to an RFB issued by the Airport Authority where the bidder does not meet all the minimum qualifications.
- 12) **Nonresponsive Bid:** A bid submitted in reply to an RFB issued by the Airport Authority, which does not conform to all material requirements of the RFB.
- 13) **Notice of Award:** Written notification from the Airport Authority to the successful bidder that they have been awarded the contract.
- 14) **Notice to Proceed:** Written authorization from the Airport Authority to the successful bidder to proceed with the work defined in the contract.

- 15)Partnership:** An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for the losses to the extent of his or her personal assets.
- 16)Responsible Bidder:** A bidder who is qualified in all respects to fully preform the required services or to provide the required goods and who possesses the integrity, experience, and the reliability necessary for the good faith performance
- 17)Responsive Bidder:** A bid timely submitted by a bidder in reply to, and in conformity with all material requirements of a Request for Bids

SECTION 2 – INSTRUCTIONS AND SPECIAL REQUIREMENTS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Bidders are advised to review this document in its entirety and to rely only on the contents of this RFB and accompanying documents and any written clarifications or addenda issued by the Airport Authority. **The Airport Authority is not responsible for any oral instructions.** If a bidder finds a discrepancy, error, or omission in the RFB document, the bidder is requested to promptly notify the Airport Authority contact noted on the cover page of this RFB so that clarification may be sent to all prospective bidders. All questions must be submitted in writing by the pre-bid question deadline. No contact with other Airport Authority employees, officers or Board Members regarding this document is permitted.
- 2) **SITE TOUR:** Is Required and must be attended on the date listed in the RFB.
- 3) **RFB MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this solicitation at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted on the cover page of this RFB. It is the responsibility of the bidder to obtain from the Airport Authority any issued addenda and to acknowledge the addenda on the bid form. If any changes are made to this solicitation document by any party other than the Airport Authority, the original document in the Airport Authority's files takes precedence.
- 4) **BID DEADLINE/LATE SUBMISSIONS:** The bid is due not later than the date and time listed on the Cover Page of this RFB. **The Airport Authority Does not accept late bids.** The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such changes will be published in an addendum to this solicitation prior to the deadline date indicated on the cover page of this solicitation.
- 5) **BID SUBMISSION:** Failure to submit a signed bid by the deadline will result in disqualification.
 - A. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Bids (RFB), and the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - B. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid.
 - C. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.

- D. All documentation submitted with the bid will become the property of the Airport Authority.
 - E. Bids must be held firm for a minimum of 120 days from the Bid Deadline date of the RFB.
 - F. Prices provided in the in the Bidder's Bid shall be valid for the entire length of the contract.
- 6) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Form of Agreement & Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this RFB or its Form of Agreement and Terms and Conditions. The exception shall include, at a minimum the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's Bid, the Airport Authority will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to material Terms and Conditions (i.e. indemnification, subrogation, insurance requirements, payment requirements, invoicing requirements, ownership of documents, governmental requirements, etc.) will not be considered. The Airport Authority reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.
- 7) **WITHDRAWAL:** Bids may only be withdrawn prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 8) **REJECTION OF BIDS:** Bids will be rejected for the following reasons:
- A. Bidder's failure to submit all required information of RFB.
 - B. Bidder's failure to meet minimum qualifications of RFB.
 - C. Bidder is in arrears or in default by the Airport Authority on any contract or debt, or other obligation.
- 9) **CANCELLATION OF RFB:** The Airport Authority's reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined be the Chief Executive Officer (CEO) or his designee that the best interest of the Airport Authority will be served by so doing. If the solicitation is cancelled or all bids are rejected by the Airport Authority, a notice will be posted on the airport's website.
- 10) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the Airport Authority if the Bidder is determined to be the lowest responsive and responsible Bidder. Properly authenticated

electronic signatures are acceptable and shall be treated the same as if the signee had put paper to pen.

11) CONTRACT AWARD AND CONTRACT EXECUTION: The Airport Authority reserves the right to award by item, group of items, or total proposed items and to reward more than one contract at its sole discretion, to the lowest Responsive and Responsible Bidder, or Bidders.

All contract recommendations must be approved by the Airport Authority's Board. The Bidder(s) to whom the award is being recommended will be notified and provided the Airport Authority's contract for execution at the earliest possible date. If for any reason, the awarded Bidder(s) does not execute the contract within the time specified by the Airport Authority, then the Airport Authority may recommend award to the next lowest responsive and Responsible Bidder. A final notice of award, and if required, a notice to proceed, will be issued after the completion of a fully executed contract.

If a Bidder requests an agreement beyond any agreement (e.g. Terms and Conditions) required by the Airport Authority, or required as a part of this solicitation by the Airport Authority, the Airport Authority reserves the right to reject execution of any additional agreements requested by the Bidder. In instances where the Airport Authority rejects the execution of additional agreements that are required by the Bidder, the Airport Authority reserves the right to deem the bid as Nonresponsive, and to recommend award to the next most Responsive and Responsible Bidder.

12) NO RFB RESPONSE: Bidders who receive this RFB but who do not submit a bid should return this RFB package stating the reason(s) for not responding.

13) FREEDOM OF INFORMATION ACT ("FOIA") REQUIREMENTS: Bids are subject to public disclosure after the Bid Deadline in accordance with state law. For additional information, contact the Airport Authority.

14) BASIS FOR CONTRACT AWARD: The determination of the lowest responsive and responsible Bid shall be based upon "ATTACHMENT A – BID FORM, and ATTACHMENT B – PRICE FORM.

SECTION 3 – MINIMUM QUALIFICATIONS

- 1) 5 years of past experience performing Installations of Carlisle Roofing Systems
- 2) Previously performed same type of work on other commercial buildings of like size in the Mid-Michigan Region
- 3) Contractor must be licensed in state of Michigan and certified to install Carlisle Roofing Systems.

SECTION 4 – SCOPE OF WORK

Scope of Work: The successful Bidder (Contractor) will be required to comply with all requirements and provisions of the project as described and detailed in this RFB (including its attachments), and to complete the scope of work upon the receipt of a Notice to Proceed from the Airport Authority. The Contractor must provide any and all labor, materials, tools, equipment, supervision, coordination, mobilization, demobilization, delivery charges, insurance, taxes, costs and other services necessary or required to complete the work in accordance with the Agreement.

1) Airport Authority Responsibility:

- A. The Airport Authority will be responsible for choosing the order in which the roof sections listed will be completed
- B. The Airport Authority will provide personnel to answer questions and oversee the installation throughout the duration of the project.
- C. The Airport Authority will inspect all work areas daily for cleanliness and on project completion to ensure work meets Airport standards.
- D. The Airport Authority will provide the Contractor with a staging area for storage of materials and vehicles necessary to complete the project(s)
- E. The Airport Authority will apply for all crane permits through the Federal Aviation Administration.

2) Contractor Responsibilities:

- A. The Contractor will be responsible for providing all supervision, personnel, equipment, and materials necessary to efficiently complete the work.
- B. The contractor will be responsible for containing all debris within the work area, and for cleaning up debris/work area on a daily basis.
- C. The Contractor is responsible for final cleanup.
- D. All equipment and material stored in staging area is required to be maintained in an orderly fashion.
- E. The contractor will be responsible for all barricades, fencing etc. around the work area for the safety of all personnel working in and around the construction site.
- F. The contractor will be responsible for all permits from the City of Lansing if necessary.
- G. The Contractor will be responsible for installing systems to meet all of Carlisle's specifications.
- H. The Contractor will be responsible for providing certified payrolls in accordance with Prevailing wage rules. (Davis Bacon Act)
- I. The Contractor will be responsible for all access badges for staff along with all security information and training to adhere to the Transportation Security Administration regulations and the airport security program.

SECTION 5 – SPECIFICATIONS / SPECIAL PROVISIONS

RE-ROOFING PROJECT

SPECIFICATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The reroof project is located at Capital Region International Airport, 4100 Capital City Boulevard in Lansing, MI. Jay Boyd is the Owner's Representative and may be contacted regarding any questions at **(616) 570-4687** or jay@crsllcreps.com.
- B. The project consists of installing Carlisle's Sure-Seal (black) Adhered Roofing System as outlined below.

Apply the Fully Adhered EPDM Roofing System in conjunction with Polyisocyanurate after removal of the existing roof assembly to expose the roof deck for verification of suitable substrate as specified in this specification. The scope of work below will be for the following roofs sections: KK, K1, K2, M, O, S, T, QQ, TT, SS, RR, V, W, X, Y and Z. Approximately 60,000 square feet.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of the Sure-Seal 60-mil EPDM membrane with factory applied tape. Fully adhere all membrane and flashings as required by Carlisle. Fully adhere all insulation using Carlisle's Flexible FAST adhesive as specified herein in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's Total Systems Warranty covering all components of the roofing system.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system.

- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store materials between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation and underlayment products must be on pallets, off the ground and tightly covered with waterproof materials. Manufacturer's wrap does not provide sufficient waterproofing. Insulation and underlayment products that become wet or saturated are to be discarded.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 - 1. Meet all CRAA Security Requirements
 - 2. Areas permitted for personnel parking.
 - 3. Access to the site.
 - 4. Areas permitted for storage of materials and debris.
 - 5. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
 - 6. All information to obtain any required permits.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by Ron O'Neil.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those identified at the pre-bid, immediately notify the owner's representative by phone, and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 PRE-CONSTRUCTION CONFERENCE

- A. Time will be allowed at the pre-bid for the roofing contractor to conduct a job site inspection to observe actual conditions and verify all dimensions on the roof. Core samples will be the responsibility of the contractor on this day. Access to the roof will not be granted after the pre-bid meeting.
- B. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary, to clarify any conditions not shown.

1.09 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are not available at the site and will not be made available to the roofing contractor.
 - 2. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.
- B. Temporary Sanitary Facilities
Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.
- C. Building Site:
 - 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
 - 2. The roofing contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.
- D. Security:
Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.

- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.
- D. All field seams and flashing details are to be completed according to manufacturer's specifications and details by the end of each workday.

1.13 QUALITY ASSURANCE

- A. The Sure-Seal Roofing System must achieve a UL Class A.

The specified roofing assembly must have been successfully tested by a qualified testing agency to resist the design uplift pressures calculated according to

International Building Code (IBC) and American Society of Civil Engineers (ASCE 7)

ANSI/SPRI WD-1 "Wind Design Standard Practice for Roofing Assemblies"

- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. The manufacturer must have a minimum of 20 years' experience in the manufacturing of vulcanized thermoset sheeting. The manufacturer shall have domestic manufacturing experience proportionate to the term of warranty coverage of the products supplied.
- D. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- E. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) EPDM roofing application or several similar systems of equal or greater size within one year.
- F. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- G. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- H. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to identify any needed corrective repairs that will be required for warranty issuance. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.
- I. Inspector shall be employed and trained by the manufacturer and have received product-specific training from the manufacturer of the products.
- J. The Sure-Seal EPDM Membrane exceeds 41,580 kJ/m² under Xenon-Arc UV Light testing used for testing "Resistance to Outdoor (Ultraviolet) Weathering." (ASTM D 4637 Specification requires a 7560 kJ/m² minimum total radiant exposure at 70 W/m² irradiance at 176oF black panel temperature to pass.) The membrane shows no visible signs of cracking or crazing.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's EPDM Roofing System specification for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.

- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- G. New roofing shall be complete and weathertight at the end of the workday.
- H. Contaminants such as grease, fats and oils shall not be permitted to come in direct contact with the roofing membrane. An overlay of Epichlorohydrin membrane must be adhered around units which have the potential to emit solvents, grease, or oil.

1.15 WARRANTY

- A. Provide manufacturer's 20-year Total System Warranty with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 72 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec only.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty.
- C. Manufacturer of roof membrane shall also manufacture all polymeric components for the roofing system, including, but limited to, membrane, adhesives, primers, flashings, caulks and tapes.

2.02 MEMBRANE

Furnish Sure-Seal 60-mil EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible with 6" Factory-Applied tape (FAT). The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10-foot-wide membrane is to be used, the

membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. All layers of insulation shall be adhered to the substrate using Carlisle's Flexible FAST adhesive in accordance with the manufacturer's published specifications.
- B. Insulation shall be (2) two layers of 2.6" polyisocyanurate as supplied by Carlisle SynTec. Tapered insulation is required between all drains.
1. Carlisle Insulbase Polyisocyanurate – A foam core insulation board covered on both sides with a medium weight fiber-reinforced felt facer meeting ASTM C 1289-06, Type II, Class 1, Grade 2 (20 psi) or Grade 3 (25 psi). The product is available in 4' x 8' standard size with a thickness from 1 to 4 inches. 4' x 4' tapered panels are also available.
 2. Carlisle SecurShield Polyisocyanurate– A foam core insulation board covered on both sides with a moisture resistant coated glass fiber mat facer meeting ASTM C 1289-06, Type II, Class 2, Grade 2 (20 psi) or Grade 3 (25 psi). The product is available in 4' x 8' standard size with a thickness from 1 to 4 inches. 4' x 4' tapered panels are also available.
 3. Carlisle SecurShield HD Cover Board– a rigid insulation panel composed of a high-density, closed-cell polyisocyanurate foam core laminated to moisture resistant coated-glass fiber-mat facer for use as a cover board or recover board meeting ASTM 1289-06, Type II, Class 2 (100 psi). Available 1/2" thick 4' x 8' panel weight 11 lbs. with an R-value of 2.5.
 4. Furnish and install ¼" tapered polyisocyanurate insulation

2.04 FASTENING COMPONENTS

To be used for mechanical attachment of insulation and to provide additional membrane securement:

- A. Fasteners, Plates and Bars
1. HP- Fasteners: a threaded, #14 fastener with a #3 phillips drive used with steel and wood roof decks.
 2. HP Term Bar Nail-Ins: A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Carlisle Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
 3. Seam Fastening Plate: a 2" diameter metal fastening plate used in conjunction with RUSS or EPDM membrane for additional membrane securement.
 4. Sure-Seal Pressure-Sensitive RUSS™ (Reinforced Universal Securement Strip): a 6" or 9" wide, nominal 45-mil thick clean, cured black reinforced EPDM membrane with 3" or 6" wide Factory-Applied Tape (FAT) laminated along one edge. The 6" or 9" wide Pressure-Sensitive RUSS is used horizontally or vertically at the base of walls, curbs, etc., in conjunction with 2" diameter securement plates or bars below the EPDM deck membrane for additional membrane securement.

B. Insulation Adhesives

1. Flexible FAST Adhesive: An elongating impact resistant two component insulating urethane adhesive used to attach insulation. Packaging formats include 50 and 15 gallon drums as well as Dual Tanks, and Dual Cartridges.

2.05 ADHESIVES, CLEANERS AND SEALANTS

- A. Bonding Adhesive: A high-strength, yellow colored, synthetic rubber adhesive used for bonding Sure-Seal/Sure-White EPDM membranes to various surfaces. Available in 5-gallon pails.
- B. Weathered Membrane Cleaner: A clear, solvent-based cleaner used to loosen and remove dirt and other contaminants from the surface of exposed EPDM membrane (for repairs, etc.) prior to applying EPDM Primer. Weathered Membrane Cleaner can also be used when applying Splicing Cement. Available in 1 and 5-gallon pails.
- C. SecurTAPE™ (Factory Applied): A 3" or 6" wide by 100' long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
- D. EPDM Primer: A solvent-based primer used to prepare the surface of EPDM membrane for application of Splice Tape or Pressure-Sensitive products. Available in 1-gallon pails.
- E. Lap Sealant: A heavy-bodied material used to seal the exposed edges of a membrane splice. Available in tubes.
- F. Water Cut-Off Mastic: A one-component, low viscosity, self-wetting, Butyl blend mastic used to achieve a compression seal between the EPDM membrane or Elastoform Flashing and applicable substrates. Available in tubes.
- G. One-Part Pourable Sealer: Available in black or white, a one-component, moisture curing, elastomeric polyether sealant used for attaching lightning rod bases and ground cable clips to the membrane surface and as a sealant around hard-to-flash penetrations such as clusters of pipes.
- H. Universal Single-Ply Sealant A one-part polyether, non-sagging sealant designed for sealing expansion joints, control joints and counter flashings. Available in white only.
- I. CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer: a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: enhancing the bond between Carlisle's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying Flexible FAST Adhesive, adhering Sure-Seal EPDM, horizontally, for the field of the roof and for adhering Sure-Seal FleeceBACK and Sure-Seal EPDM membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per #40 cylinder and 4,000-5,000 sq. ft. per #85 cylinder as a primer, in a single-sided application and 750 sq. ft. per #40 cylinder and 1,500 sq. ft. per #85 cylinder as an adhesive for vertical walls, in a double-sided application.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

General: All metal edgings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code. All metal material is to be supplied and warranted by the manufacturer.

1. A fascia, snap-on edge system consisting of a 22-gauge galvanized metal water dam and 24-gauge steel, Kynar 500 finish. Metal fascia color shall be as designated by the Owner's Representative. Color to match (Champagne)
2. Termination Bar: a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Seal (black) Pressure-Sensitive Walkway Pads (with Factory-Applied Tape on the underside of the walkway) adhered to the membrane surface in conjunction with Sure-Seal Primer. Designated walkways will be identified at the pre-bid meeting and should be included in the base bid. 1000' linear feet

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required insulation adhesive in accordance with the manufacturer's specifications.

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions and coverage rates, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.04 MEMBRANE SPLICING

- A. Position membrane sheet to allow for required splice overlap. Mark the bottom sheets with an indelible marker approximately 1/4" to 1/2" from the top sheet edge. The pre-marked line on the membrane edge can also be used as a guide for positioning splice tape.
- B. When the membrane is contaminated with dirt, fold the top sheet back and clean the dry splice area (minimum 3" wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Sure-Seal Weathered Membrane Cleaner. When using Sure-Seal (black) PRE-KLEENED membrane, cleaning the splice area is not required unless contaminated with field dirt or another residue.
- C. Apply EPDM Primer to splice area and permit to flash off.
- D. When adhering Factory Applied Tape (FAT), pull the poly backing from FAT beneath the top sheet and allow the top sheet to fall freely onto the exposed primed surface. Press top sheet on to the bottom sheet using firm even hand pressure across the splice towards the splice edge
- E. For end laps, apply 3" or 6" SecurTAPE to the primed membrane surface in accordance with the manufacturer's specifications. Remove the poly backing and roll the top sheet onto the mating surface.
- F. Tape splices must be a minimum of 2-1/2" wide using 3" wide SecurTAPE extending 1/8" minimum to 1/2" maximum beyond the splice edge. Field splices at roof drains must be located outside the drain sump.
- G. Immediately roll the splice using positive pressure when using a 2" wide steel roller. Roll across the splice edge, not parallel to it. When FAT is used, Carlisle's Stand-Up Seam Roller can be used to roll parallel to the splice edge.
- H. At all field splice intersections, apply Lap Sealant along the edge of the membrane splice to cover the exposed SecurTAPE 2" in each direction from the splice intersection. Install Carlisle's Pressure-Sensitive "T" Joint Covers or a 6" wide section (with rounded corners) of Sure-Seal Pressure-Sensitive Flashing over the field splice intersection.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable. Use Pressure-Sensitive Curb Wrap when possible to flash curb units.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.07 WALKWAYS

- A. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

3.08 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the workday, a daily seal must be performed.

3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATION

SECTION 6 – TERMS AND CONDITIONS

- 1) The Contract shall be valid upon Airport Authority approval and shall terminate once project has been successfully completed.
- 2) Prior to commencement of the work, the Contractor at its own expense and in its own name (with the Airport Authority as additional insured for commercial general and automobile liability coverages) shall purchase and maintain during the term of the Agreement such insurance as will protect the Contractor from claims, demands and lawsuits arising out of the work described in this Agreement and performed by the Contractor.
- 3) The insurance shall consist of:
 - A) Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensative under the worker's compensation Statutes of the State of Michigan or the State in which a particular employee is employed; liability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable.
 - B) An occurrence form Commercial General Liability policy (New ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect the Airport Authority against claims, demands and lawsuits from employees of the Contractor and subcontractors, including the following exposures:
 - i. All premises and operations.
 - ii. Explosion, collapse and underground damage if the exposure exists.
 - iii. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification or Hold Harmless agreement and the Insurance section found herein.
 - iv. Personal Injury Liability Endorsement.
 - v. Projects and Completed Operations coverage if the exposure exists.
 - vi. Broad Form Property Damage.
 - vii. Cross liability endorsement.
 - viii. Amendment - Aggregate limits of insurance (per project).
 - C) A comprehensive Automobile Liability policy, in accordance with the laws of the State of Michigan, which includes residual liability for bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.
 - D) Umbrella or Excess Liability: The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or

underlying policy(ies) and may apply both to the Contractor's general liability and to its automobile liability insurance, shall be written on an occurrence basis.

- E) The required limits of liability for insurance coverages shall not be less than:

Worker's Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability	
Bodily Injury - each occurrence	\$2,000,000
Bodily Injury - aggregate	\$2,000,000
Property Damage - each occurrence	\$2,000,000
Property Damage - aggregate	\$2,000,000
or combined single limit per occurrence	\$2,000,000
Comprehensive Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
or combined single limit per occurrence	\$1,000,000
Umbrella - each occurrence	\$1,000,000
Umbrella - aggregate	\$5,000,000

- 4) CHANGES TO KEY PERSONAL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personal and subcontractors, capable of and devoted to the successful completion of the work. The Contractor must agree to assign specific individuals to the key positions.

- A) Contractor agrees that once assigned to the work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice of the Airport Authority.
- B) If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, replace such key personal with personnel of substantially equal ability and qualifications.

SECTION 7 - FEDERAL CONTRACT PROVISIONS

Buy American Preference

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

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

Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

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

Date

Signature

Company Name

Title

Title VI Solicitation Notice

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

Compliance with Nondiscrimination Requirements

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

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

thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Certification of Offerer/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

Texting When Driving

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

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

Trade Restriction Certification

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

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

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

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

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

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

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

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

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this

clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

SECTION 8 – REQUIRED FORMS and ATTACHMENTS

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**ATTACHMENT A
BID FORM**

Failure to submit a signature binding the offer with your Bid Shall result in your Bid Being deemed nonresponsive and rejected without any further evaluation.

TO: CAPITAL REGION AIRPORT AUTHORITY

The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Bidders, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In Addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this bid form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Airport Authority, for the term stated in the RFB, and to enter into Form of Agreement (FOA) issued with the RFB.

NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

BID PRICE: _____

Unit Cost - Decking Replacement: _____

1000 Linear Feet of Walking Pads: _____

Spray on Fire Proofing Allowance: \$20,000

Crane Allowance: _TBD – Addendum 1 _____

Unit Cost – Replace Wood Nailer: 2 x6 _____ 2x8 _____ 2x10 _____

No Bid Shall Be accepted which has not been signed:

I certify, under penalty of perjury, that I have legal authorization to bind the firm hereunder:

Company Name

Address (No P.O. Box Allowed)

City State Zip

Signature of person Authorized to Sign

Printed Name

Title

Federal tax ID

Date

For Clarification of this offer, Contact:

Name: _____

Phone: _____

Mobile: _____

Fax: _____

Email: _____

Attachment B

Roof Section Map

