Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **November 14, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m963395fa23547155dae84a48886f33ba
Password: commission (26664774 from video systems)

Join by video system
Dial 25355613389@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 253 556 13389

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

Tree Planting Celebration (Brownsville Independent School District) (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

Recognizing the University of Texas Rio Grande Valley (UTRGV) (Mayor J. Cowen, Jr. / Commissioner B. L. Martinez)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

PRESENTATION(S)

City Manager Update - American Planning Association 2023 Planning Excellence Award

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Consideration and **ACTION** to award a construction contract in the amount of $345,067.60 to Cornerstone Builders for the 32 Bus Shelter Improvement Project as budgeted. (Multimodal Transportation)

2) Consideration and **ACTION** for a term contract with Maxwell Asphalt, Inc. for the construction of airport improvements including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport in the amount of $721,706.25. (Airport Department)

3) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1701-A**, amending Chapter 102, Utilities; Article III, Rates and Charges; Section 102-81, of the Code of Ordinances to cancel scheduled adjustments to the Resaca Fee; setting a Public Hearing thereon; and providing a severability clause and effective date. (Brownsville Public Utilities Board)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-026-PD**, to rezone from Residential Transition (R-3) to Commercial Corridor (CC-PD) to allow a commercial plaza for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) **(Tabled October 17, 2023)**

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1732**, to annex into the City of Brownsville boundary limits a property described as being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on

North Vermillion Road, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-033**, to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

4) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-034-S**, to request a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

5) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-036**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

6) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to add Article XIV - Establishments not licensed by the Texas Alcoholic Beverage Commission (TABC), amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on **Resolution Number 2023-128**, authorizing the sale of certain real property, pursuant to Project Replace; authorizing signatories; and dealing with related matters. (Greater Brownsville Incentives Corporation (GBIC))

2) Consideration and **ACTION** to approve the amendments to the Brownsville Community Improvement Corporation (BCIC) Bylaws. (Brownsville Community Improvement Corporation)

3) Consideration and **ACTION** to approve Alliance Transportation Group Contract Extension for additional scope and services not to exceed $150,000. (Multimodal Transportation).

4) Consideration and **ACTION** to approve the adjusted fees submitted by the architectural firm GIGNAC, as stated in contract AIA Document B101-2017, for the Bus Yard Rehab Project in the amount of $154,236.92. (Multimodal Transportation)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-131**, to appoint one (1) new member to the Greater Brownsville Incentives Corporation (GBIC) Board of Directors to fill existing vacancies. (City Managers Office)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Solid Waste Services. (Office of the City Attorney)

2) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Bank Depository Services. (Office of the City Attorney)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr
Mayor of the City of Brownsville

I certify that a copy of the **November 14, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on November 9, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes



Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, November 14, 2023
Agenda #:	Tree Planting Celebration (Brownsville Independent School District) (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, November 14, 2023
Agenda #:	Recognizing the University of Texas Rio Grande Valley (UTRGV) (Mayor J. Cowen, Jr. / Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** to award a construction contract in the amount of $345,067.60 to Cornerstone Builders for the 32 Bus Shelter Improvement Project as budgeted. (Multimodal Transportation)

Summary:
The contract is being awarded to Cornerstone Builders as they were the lowest bidder.

Project Scope and Analysis:
32 bus stops will be enhanced with solar-powered bus shelters and ADA accessible sidewalks.

Funding:

Source: 455-562-911

Amount: $345,067.60

Local Contribution if Applicable: n/a

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:
1. Procurement Analysis 006-24-BM-IFB Bus Shelter Improvements
2. 006-24-BM-IFB Bus Shelter Improvements for CC approval

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, November 2, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Joel Garza, Multimodal Transportation Director

Subject: Agenda Item for the City Commission meeting of Tuesday, November 14, 2023 "Consideration and Action for a term contract for Bus Shelter Improvements with Cornerstone Builders & Development LLC" 006-24-BM-IFB

Background:

At the request of Mr. Joel Garza, Multimodal Transportation Director, the Procurement Division solicited a IFB for the procurement of: Bus Shelter Improvements

Project Summary:

Project milestones were accomplished as follows:

- The legal advertisements appeared in The Brownsville Herald two times: on September 23, 2023 & September 30, 2023 and were posted on the City's electronic bidding platform. There were two (2) addendums issued during the process.
- Bids/proposals were received on October 12, 2023 at 3:00 PM
- A total of six (6) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:
    1. 2lg Construction
    2. Ekle Construction LLC
    3. Cornerstone Builders
    4. RI Builders
    5. Lopez Family Woodwork
    6. Realize

Procurement Summary: Cornerstone Builders is eligible under this procurement for Bus shelter Improvements in the amount of $345,067.60 **(Exhibit A)**

Exhibit "A"

BID TABULATION
B-Metro Bus Shelter Improvements
FOR CITY OF BROWNSVILLE, TX.
006-24-BM-IFB

November 2, 2023

2lg Construction	Ekle Construction LLC	Cornerstone Builders	RI Builders	Lopez Family Woodwork	Realize
$494.431.00	$387.884.15	$345,067.60	$588,396.00	$420,000.00	$477.993.00

CONTRACT FOR:
Bus Shelter Improvements

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	Cornerstone Builders & Development LLC 2334 Boca Chica Blvd. Ste 400 Brownsville, Texas 78521
for the following Project ("Project"):	006-24-BM-IFB Bus Shelter Improvements Brownsville, Texas 78520

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Notice of Award;
c. Instruction to Bidders;
d. Request for Proposals (IFB) 006-24-BM-IFB;
e. Addenda, as indicated in the IFB;
f. Original Proposal submittal;
g. Bid Tabulation;
h. Plans;
i. Drawings;
j. Specifications;
k. General Conditions;
l. Supplementary Conditions;
m. Special Conditions;
n. Certificates of Insurance;
o. Release of Liens;

p. Payment Bond;
q. Performance Bond;
r. Maintenance Bond; and
s. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. PROJECT

The Project is the total construction for which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors, and is generally defined as IFB #: 006-24-BM-IFB, Bus Shelter Improvements, Brownsville, TX 78520.

E. CONTRACT PRICE; PAYMENT TERMS

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **THREE HUNDRED FORTY FIVE THOUSAND SIXTY SEVEN DOLLARS AND SIXTY CENTS ($345,067.60)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed _twenty five____ percent (____25____%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. CONTRACT TIME

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 120 consecutive calendar days as identified in the Bid package.

G. LIQUIDATED DAMAGES

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. INSPECTION AND FINAL ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **INDEMNIFICATION**

(a) **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

(b) **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT**

RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. **INSURANCE**

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an

"additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated

funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

M. **WARRANTIES**

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work

not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. **MISCELLANEOUS PROVISIONS**

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given

five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Cornerstone Builders & Development LLC Attn: Mario Escobedo 2334 Boca Chica Blvd., Suite 400 Brownsville, TX 78520
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform

such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS 1st DAY OF Nov, 2023.

OWNER:

_____
(Signature)

_____
Print Name:
City of Brownsville

CONTRACTOR:

_____
(Signature)

Mario H Escobedo Jr
Print Name:

BRENDA LI ZAPATA
Notary ID #134419976
My Commission Expires
June 22, 2027

Approved as to Form:

_____
Will Trevino
City Attorney

First Asst City Attorney
Jennifer M. Avendaño

Note: Proposals must be executed and submitted in DUPLICATE.

ENGINEER'S ESTIMATE OF QUANTITIES - APPROXIMATE ONLY - Dated: September 22, 2023

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	Alton Gloor Blvd. (Outside of Walt-Mart)				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	Site Grading/Clearing	1	LS	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	LS	$ 393.75	$ 393.75
	Erosion & Sediment Control Plan	1	LS	$ 353.85	$ 353.85
	Construction Staking	1	LS	$ 315.00	$ 315.00
2.	Alton Gloor Blvd. & Morrison Rd.				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,943.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	Site Grading/Clearing	1	EA	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	EA	$ 393.75	$ 393.75
	Erosion & Sediment Control Plan	1	EA	$ 354.38	$ 354.38
	Construction Staking	1	EA	$ 315.00	$ 315.00
3.	Frontage Rd. @ SAM's Club				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	5' Wide Reinforced Concrete Sidewalk	20	SY	$ 288.75	$ 5,775.00
	ADA Handicap Ramps	1	EA	$ 1,837.50	$ 1,837.50
	Site Grading/Clearing	1	LS	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	LS	$ 393.75	$ 393.75
	Erosion & Sediment Control Plan	1	LS	$ 354.38	$ 354.38
	TDLR Accessibility Review and Inspection	1	LS	$ 1,181.25	$ 1,181.25
	Construction Staking	1	LS	$ 315.00	$ 315.00
4.	Ruben M. Torres Rd. & Old port Isabel Rd.				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	Site Grading/Clearing	1	LS	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	LS	$ 393.75	$ 393.75
	Erosion & Sediment Control Plan	1	LS	$ 354.38	$ 358.38
	Construction Staking	1	LS	$ 315.00	$ 315.00
5.	4200 Boca Chica Blvd.				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	Remove & Discard Exist. Concrete Sidewalk	3	SY	$ 275.10	$ 826.88
	Site Grading/Clearing	1	LS	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	LS	$ 393.75	$ 393.75
	Erosion & Sediment Control Plan	1	LS	$ 354.38	$ 354.38
	Construction Staking	1	LS	$ 315.00	$ 315.00
6.	Alton Gloor Blvd. & Stagecoach Trail				
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$ 2,493.75	$ 2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$ 2,992.50
	Removal of Exist. Fence	14	LF	$ 78.75	$ 1,102.50
	Site Grading/Clearing	1	LS	$ 1,181.25	$ 1,181.25
	Traffic Control plan	1	LS	$ 393.75	$ 393.75

	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
7.	Austin Rd. & Iowa Ave.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
8.	Paredes Line Rd. & Rancho Viejo Blvd.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS		1181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
9.	Paredes Line Rd. @ HEB Plus						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
10.	FM 802 @Spanish Meadows						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
11.	Old Port Isabel Rd. & Coveway St.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	5' Wide Reinforced Concrete Sidewalk	6	SY	$	393.75	$	1,732.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	TDLR Accessibility Review and Inspection	1	LS	$	1,181.25	$	1,181.25
	Construction Staking	1	LS	$	315.00	$	315.00
12.	Paredes Line Rd. & Lake Shore Dr.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
13.	4524 Boca Chica Blvd.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Remove & Discard Exist. Concrete Sidewalk	3	SY	$	275.10	$	275.10
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75

Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
14. 1304 Central Blvd.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)				$	2,992.50
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,021.25
5' Wide Reinforced Concrete Sidewalk	7	SY	$ 288.75	$	1,181.25
Site Grading/Clearing	1	LS	$ 1,181.25	$	393.75
Traffic Control plan	1	LS	$ 393.75	$	354.38
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	1,181.25
TDLR Accessibility Review and Inspection	1	LS	$ 1,181.25	$	315.00
Construction Staking	1	LS	$ 315.00		
15. Alton Gloor Blvd. & Paredes Line Rd.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.00	$	2,493.00
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
16. 1101 Central Blvd.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
17. Ruben M. Torres Blvd. & Grande Blvd.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
5' Wide Reinforced Concrete Sidewalk	23	SY	$ 288.75	$	6,641.25
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
TDLR Accessibility Review and Inspection	1	LS	$ 1,181.25	$	1,181.25
Construction Staking	1	LS	$ 315.00	$	315.00
18. McAllen Rd. & Haney Bee Ln.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
19. McDavitt Blvd. & Roosevelt St.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
20. Ruben M. Torres Blvd. & Castellano Circle					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50

	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	93.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
21.	Ruben M Torres Blvd. & Trail Head Ct.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
22.	275 Kings Hwy.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	5' Wide Reinforced Concrete Sidewalk	21	SY	$	288.75	$	6,063.75
	ADA Handicap Ramps	1	EA	$	1,837.50	$	1,837.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	54.38	$	354.38
	TDLR Accessibility Review and Inspection	1	LS	$	1,181.25	$	1,181.25
	Construction Staking	1	LS	$	315.00	$	315.00
23.	McAllen Road and Heart Institute						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	293.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
24.	Military HWY. and Calle Pluton						
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.75
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
25.	Boca Chica Blvd. and Cowen Terrace						
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Remove & Discard Exist. Concrete Sidewalk	2	SY	$	656.25	$	1,312.50
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.75	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
26.	Paredes Line Rd. & Heritage Trail						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	Concrete Retaining Wall	28	SY	$	320.00	$	8,967.00
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25
	Traffic Control plan	1	LS	$	393.70	$	393.75
	Erosion & Sediment Control Plan	1	LS	$	354.38	$	354.38
	Construction Staking	1	LS	$	315.00	$	315.00
27.	W. Elizabeth St. & Browne St.						
	EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA	$	2,493.75	$	2,493.75
	9" Reinforce Concrete Shelter Pad	9.5	SY	$	315.00	$	2,992.50
	3' Wide Reinforced Concrete Sidewalk	19	SY	$	288.75	$	5,486.25
	Site Grading/Clearing	1	LS	$	1,181.25	$	1,181.25

Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
TDLR Accessibility Review and Inspection	1	LS	$ 1,181.25	$	181.25
Construction Staking	1	LS	$ 315.00	$	315.00
28. US 77 Frontage & North of Lorenaly					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Remove & Discard Exist. Concrete Sidewalk	11	SY	$ 656.25	$	7,218.75
Remove & Discard Exist. Curb	31	LF	$ 393.75	$	12,206.25
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 34.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
29. Central Blvd. Bus. 77 & Pecan St.					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Remove & Discard Exist. Concrete Sidewalk	11	SY	$ 656.25	$	7,218.75
Remove & Discard Exist. Curb	29	LF	$ 393.75	$	1,181.25
Site Grading/Clearing	1	LS	$ 1,181.25	$	11,418.75
Traffic Control plan	1	LS	$ 393.75	$	1,181.25
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	393.75
Construction Staking	1	LS	$ 315.00	$	354.00
30. Old Military Hwy. & Ruben M. Torres					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Remove & Discard Exist. Concrete Sidewalk	21	SY	$ 656.25	$	13,781.25
ADA Handicap Ramps	1	EA	$ 1,837.50	$	1,837.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38		.54.38
TDLR Accessibility Review and Inspection	1	LS	$ 1,181.25	$	1,181.25
Construction Staking	1	LS	$ 315.00	$	315.00
31. Morrison Rd. at La Tiendas Plaza					
EnGo Planet Solar Bus Shelter (Installation and Assembly Only	1	EA	$ 2,493.75	$	2,493.75
Shelter to be provided by City of Brownsville)					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Remove & Discard Exist. Concrete Sidewalk	3	SY	$ 656.25	$	1,968.75
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00
32. FM 802 at Valley Resaca Palms Apt.					
9" Reinforce Concrete Shelter Pad	9.5	SY	$ 315.00	$	2,992.50
Site Grading/Clearing	1	LS	$ 1,181.25	$	1,181.25
Traffic Control plan	1	LS	$ 393.75	$	393.75
Erosion & Sediment Control Plan	1	LS	$ 354.38	$	354.38
Construction Staking	1	LS	$ 315.00	$	315.00

GRAND TOTAL **$ 345,067.60**

Three Hundred Fourty Five Thousand Sixty Seven and Sixty Cents

WORDS

WORDS

NOTIFICATION OF INTENT TO AWARD

To: Cornerstone Builders &
Development LLC
2334 Boca Chica Blvd. Ste 400
Brownsville, TX. 78521

Date: October 31, 2023
Attn: Mario Escobedo
RE: Project Name: Bus Shelter Improvements
Project Location: City of Brownsville
Project Number: 006-24-BM-IFB

Dear Mario Escobedo

On behalf of the City of Brownsville I am pleased to announce that your company Cornerstone Builders & Development LLC will be submitted for approval to City Commission for the above referenced project on November 14, 2023.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Brownsville and Cornerstone Builders & Development LLC shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Brownsville is executed.

The City of Brownsville further reserves the right to cancel this Notice of Intent to Award at any time, with or without cause, prior to the execution of a written contract.

Congratulations and we look forward to working with your company on this project.

Thank you,

Damian Espinoza

Procurement and Contracting Manager

Financial Services|Procurement Services

City of Brownsville

BID TABULATION
B-Metro Bus Shelter Improvements
FOR CITY OF BROWNSVILLE, TX.
006-24-BM-IFB

November 2, 2023

2lg Construction	Ekle Construction LLC	Cornerstone Builders	RI Builders	Lopez Family Woodwork	Realize
$494.431.00	$387.884.15	$345,067.60	$588,396.00	$420,000.00	$477.993.00

CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BOND

SUBCHAPTER A. GENERAL PROVISIONS

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2253. **PUBLIC WORK PERFORMANCE AND PAYMENT BONDS**

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2253.001. DEFINITIONS. In this chapter:

(1) "Governmental entity" means a governmental or quasi-governmental authority authorized by state law to make a public work contract, including:

(A) the state, a county, or a municipality;

(B) a department, board, or agency of the state, a county, or a municipality; and

(C) a school district or a subdivision of a school district.

(2) "Payment bond beneficiary" means a person for whose protection and use this chapter requires a payment bond.

(3) "Prime contractor" means a person, firm, or corporation that makes a public work contract with a governmental entity.

(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

(5) "Public work labor" means labor used directly to carry out a public work.

(6) "Public work material" means:

(A) material used, or ordered and delivered for use, directly to carry out a public work;

(B) specially fabricated material;

(C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or

(D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work.

(7) "Retainage" means the part of the payments under a public work contract that are not required to be paid within the month after the month in which the public work labor is performed or public work material is delivered under the contract.

(8) "Specially fabricated material" means material ordered by a prime contractor or subcontractor that is:

(A) specially fabricated for use in a public work; and

(B) reasonably unsuitable for another use.

(9) "Subcontractor" means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a subcontractor for the performance and installation of any of the work required by a public work contract.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., Ch. 62, Sec. 8.20, eff. Sept. 1, 1999.

Sec. 2253.002. EXEMPTION. This chapter does not apply to a public work contract entered into by a state agency relating to an action taken under Subchapter F or I, Chapter 361, Health and Safety Code, or Subchapter I, Chapter 26, Water Code.

Added by Acts 1997, 75th Leg., Ch. 793, Sec. 18, eff. Sept. 1, 1997.

SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

Sec. 2253.021. **PERFORMANCE AND PAYMENT BONDS REQUIRED**. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

(1) a performance bond if the contract is in excess of $100,000; and

(2) a payment bond if:

(A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or

(B) the contract is in excess of $50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

(b) The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;

(2) in the amount of the contract; and

(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts

of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the

attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

(h) A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under this section. In this subsection, "reverse auction procedure" has the meaning assigned by Section 2155.062 or a procedure similar to that described by Section 2155.062.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., Ch. 76, Sec. 5.43(a), eff. Sept. 1, 1995; Acts 2001, 77th Leg., Ch. 380, Sec. 1, eff.

Sept. 1, 2001; Acts 2001, 77th Leg., Ch. 614, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., Ch. 1275, Sec. 2(86), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.122, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. 1304 (H.B. 2515), Sec. 1, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 1.01, eff. September 1, 2011.

Sec. 2253.022. PERFORMANCE AND PAYMENT BONDS; INSURED LOSS. (a) A governmental entity shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the governmental entity, furnishes or has furnished by a contractor, in accordance with this chapter:

(1) a performance bond as described by Section 2253.021(b) for the benefit of the governmental entity; and

(2) a payment bond as described in Section 2253.021(c) for the benefit of the beneficiaries described by that subsection.

(b) The bonds required to be furnished under Subsection (a) must be furnished before the contractor begins work.

(c) It is an implied obligation under a contract of insurance for the insurance company to furnish the bonds required by this section.

(d) To recover in a suit with respect to which the insurance company has furnished or caused to be furnished a payment bond, the only notice required of a payment bond

beneficiary is the notice given to the surety in accordance with Subchapter C.

(e) This section does not apply to a governmental entity when a surety company is complying with an obligation under a bond that had been issued for the benefit of the governmental entity.

(f) If the payment bond required by Subsection (a) is not furnished, the governmental entity is subject to the same liability that a surety would have if the surety had issued the payment bond and the governmental entity had required the bond to be provided. To recover in a suit under this subsection, the only notice required of a payment bond beneficiary is a notice given to the governmental entity, as if the governmental entity were the surety, in accordance with Subchapter C. Added by Acts 1997, 75th Leg., Ch. 1132, Sec. 3, eff. Sept. 1, 1997.

Sec. 2253.023. ATTEMPTED COMPLIANCE. (a) A bond furnished by a prime contractor in an attempt to comply with this chapter shall be construed to comply with this chapter regarding the rights created, limitations on those rights, and remedies provided.

(b) A provision in a bond furnished by a prime contractor in an attempt to comply with this chapter that expands or restricts a right or liability under this chapter shall be disregarded, and this chapter shall apply to that bond.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.024. INFORMATION FROM CONTRACTOR OR SUBCONTRACTOR. (a) A prime contractor, on the written request of a person who provides public work labor or material and when required by Subsection (c), shall provide to the person:

(1) the name and last known address of the governmental entity with whom the prime contractor contracted for the public work;

(2) a copy of the payment and performance bonds for the public work, including bonds furnished by or to the prime contractor; and

(3) the name of the surety issuing the payment bond and the performance bond and the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

(b) A subcontractor, on the written request of a governmental entity, the prime contractor, a surety on a bond that covers the public work contract, or a person providing work under the subcontract and when required by Subsection (c), shall provide to the person requesting the information:

(1) the name and last known address of each person from whom the subcontractor purchased public work labor or material, other than public work material from the

subcontractor's inventory;

(2) the name and last known address of each person to whom the subcontractor provided public work labor or material;

(3) a statement of whether the subcontractor furnished a bond for the benefit of its subcontractors and materialmen;

(4) the name and last known address of the surety on the bond the subcontractor furnished; and

(5) a copy of that bond.

(c) Information requested shall be provided within a reasonable time but not later than the 10th day after the receipt of the written request for the information.

(d) A person from whom information is requested may require payment of the actual cost, not to exceed $25, for providing the requested information if the person does not have a direct contractual relationship with the person requesting information that relates to the public work.

(e) A person who fails to provide information required by this section is liable to the requesting person for that person's reasonable and necessary costs incurred in getting the requested information.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., Ch. 380, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.123, eff. September 1, 2005.

Sec. 2253.025. INFORMATION FROM PAYMENT BOND BENEFICIARY. (a) A payment bond beneficiary, not later than the 30th day after the date the beneficiary receives a written request from the prime contractor or a surety on a bond on which a claim is made, shall provide to the contractor or surety:

(1) a copy of any applicable written agreement or purchase order; and

(2) any statement or payment request of the beneficiary that shows the amount claimed and the work performed by the beneficiary for which the claim is made.

(b) If requested, the payment bond beneficiary shall provide the estimated amount due for each calendar month in

which the beneficiary performed public work labor or provided public work material.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.026. COPY OF PAYMENT BOND AND CONTRACT. (a) A governmental entity shall furnish the information required by Subsection (d) to any person who applies for the information and who submits an affidavit that the person:

(1) has supplied public work labor or material for which the person has not been paid;

(2) has contracted for specially fabricated material for which the person has not been paid; or

(3) is being sued on a payment bond.

(b) The copy of the payment bond or public work contract is prima facie evidence of the content, execution, and delivery of the original.

(c) An applicant under this section shall pay any reasonable fee set by the governmental entity for the actual cost of preparation of the copies.

(d) A governmental entity shall furnish the following information to a person who makes a request under Subsection (a):

(1) a certified copy of a payment bond and any attachment to the bond;

(2) the public work contract for which the bond was given; and

(3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521,

Insurance Code, for obtaining information concerning licensed insurance companies.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., Ch. 380, Sec. 3, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.124, eff. September 1, 2005.

Sec. 2253.027. LIABILITY OF GOVERNMENTAL ENTITY. (a) If a governmental entity fails to obtain from a prime contractor a payment bond as required by Section 2253.021:

(1) the entity is subject to the same liability that a surety would have if the surety had issued a payment bond and if the entity had obtained the bond; and

(2) a payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Subchapter J, Chapter 53, Property Code.

(b) To recover in a suit under Subsection (a), the only notice a payment bond beneficiary is required to provide to the governmental entity is a notice provided in the same manner as described by Subchapter C. The notice must be provided as if the governmental entity were a surety.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., Ch. 515, Sec. 1, eff. Sept. 1, 2003.

EXHIBIT "A"

SIGLER, WINSTON, GREENWOOD & ASSOCIATES

SPECIFICATIONS

FOR

COB Bus Stop Improvement Project

BROWNSVILLE, TEXAS

Prepared By:

SWG Engineering, LLC

611 Bill Summers Intl. Blvd.

Weslaco, Texas 78596

Tel: 956-968-2194

Fax: 956-968-8300

Firm Registration No. F-592

2/6/2023

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GENERAL CONSTRUCTION SPECIFICATIONS

Intent of Plans and Specifications

The intent of the plans and specifications is to prescribe a complete work or improvement which the contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

Final Clean-Up

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer. Grounds around any structures shall be dressed to final grade as shown on plans.

Coordination of Project

The plans, these specifications, the proposal, special provisions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer.

Cooperation of Contractor

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer, his inspectors, and with other contractors in every way possible.

Wages

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

Materials - General

The materials shall be the best procurable, as required by the plans, specifications, and special provisions. The contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to these specifications shall be used in the work, and such materials shall be used only after approval has been given by the Engineer and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

Material Storage

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"Or Equal Clause"

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer.

Construction Joints

Construction joints are to be kept to a minimum number, but when necessary they shall be designed in the plans or upon the approval of the Engineer. When pouring is stopped, dowels and 6-inch dumbbell Serviced polyvinyl plastic water stops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer.

Wall and Floor Openings

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

Painting

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, grating, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or

Engineer.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer.

Disinfection of New or Repaired Facilities, Waterworks Construction Only

When repairs are made to existing mains or when new main extensions are provided, they must be disinfected using such amounts of chlorine or chlorine compounds as to fill the repaired or new mains and appurtenances with water containing 40-60 ppm chlorine. After the water containing this amount of chlorine, which is greater than that normally present in drinking water, has been in contact with the pipe and appurtenances at least six hours, the water shall be replaced with water to be transported normally, and samples of water from the new or repaired facilities submitted to laboratories for bacteriological examination so as to be assured that the disinfection procedure was effective. Foregoing shall also apply to treatment plant basins, piping, conduits, filters, clear wells, etc. Procedure will be under the direction and supervision of the consulting Engineer.

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb and curb-and-gutter combinations.

2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, foundation slabs, concrete riprap and concrete pavement.

3. Sidewalks and Driveways will include concrete sidewalks and driveways.

4. Concrete Walls will include all walls, regardless of height and wall footings.

5. Concrete Steps will include all steps and combinations of walls and steps.

6. Abandoned Foundations will include abandoned Electric Department foundations.

7. Miscellaneous Concrete shall include, but not be limited to, manholes, inlets, junction boxes and headwalls, as indicated by the plans or the Engineer.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 3300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be

broken up, removed in accordance with Section 2101 - "Preparing Right-of-Way", and disposed of at a permitted disposal site by the Contractor.

B. Where only a portion of the existing concrete is to be removed and the remaining portion is to continue to serve its purpose, care shall be exercised to avoid damage to the portion that will remain in place.

C. The existing concrete shall be cut along neat lines when indicated, or as established by the Engineer, by sawing with an appropriate type circular concrete saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of the concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established, shall be replaced at the Contractor's expense.

E. The remaining concrete shall be mortared to protect the reinforcing steel and provide a neat, clean appearance.

F. When applicable, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction when reinforcement is encountered in the removed portions of structures to be modified.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall, when removed as prescribed above, will be measured by the linear foot, in its original position, regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete", which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

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

CONCRETE PAVEMENT

Subgrade

The subgrade shall conform to the lines, grade, and cross sections shown on the plans. All soft and yielding material and portions of the subgrade that will not compact readily when rolled or compacted shall be removed and replaced with suitable material.

The top six (6) inches of the subgrade shall be stabilized with hydrated lime in accordance with THD 1982 Standard Specifications Item 260. The quantity of lime should be determined after the site is stripped of the loose topsoil and the subgrade soils are exposed. A minimum of three (3) percent hydrated lime will be required.

The subgrade shall be compacted to a minimum of 95 percent of the standard moisture density relation (ASTM D 698) at above the optimum moisture content.

Concrete

Concrete shall be composed of Portland Cement, sand, and gravel thoroughly mixed to such proportions as will result in a dense concrete having a compressive strength of not less than three thousand (4,000) pounds at twenty-eight (28) days, or greater if so designated on the plans or prescribed elsewhere in the specifications.

Cement for use in concrete shall conform to the requirements of the current "Specifications for Portland Cement", ASTM Designation C-150, of the type shown on the plans or prescribed herein. Only one brand or type of cement shall be used in any one structure unless authorized in writing by the Engineer.

Sand and gravel shall be clean, hard, dense, durable, uncoated inorganic rock fragments free from injurious amounts of clay, loam, silt, and other deleterious substances, and shall fall within the following limits of gradation:

Percentage by Weight Passing

Sand

Sieve Size	Min.	Max.
No. 4	75	100
No. 8	60	90
No. 16	45	80
No. 30	30	60
No. 50	6	30
No. 100	0	4

Gravel

	Maximum Size			
Sieve Size	**1-1/2"**	**1"**	**3/4"**	**½"**
1-1/2"	95-100			
1"	45- 85	95-100		
3/4"	25- 70	50- 80	95-100	
½"	10- 40	25- 50	35- 80	75-100
3/8"	5- 18	10- 30	15- 50	30-80
No. 4	0- 4	0- 5	0- 5	0-8

Water used in mixing concrete or mortar shall be reasonably clean and free from injurious amounts of oil, alkali, organic matter or other deleterious substances. In general, water which is suitable for drinking or ordinary household use will be acceptable for use in mixing concrete or mortar.

Unless otherwise specified or shown on the plans, gravel conforming to the 1-1/2" maximum size shall be used.

Reinforcing Steel

Steel bars for reinforcing shall be "high bond" deformed bars of intermediate or Hard Grade conforming to the current specifications for "Billet Steel Bars for Concrete Reinforcement", ASTM Designation A-15 and A-305, and when placed in the work shall be free from dirt, rust, mill scale, grease, oil, or other foreign matter that will reduce the bond.

All bars shall be accurately placed as shown on the plans or directed by the Engineer, and shall be secured in place by teeing at intersection with annealed wire of not less than No. 18 gauge or suitable clips approved by the Engineer. Bars shall be supported by approved chairs, or spacers. Metal chairs, or clips, the ends of which will be exposed on the concrete surface, will be permitted only where the surface will not be exposed to weathering and where discoloration will not be objectionable; elsewhere concrete or other approved means shall be used for supporting reinforcement.

Steel bars for reinforcement shall be bent cold to the shapes shown on the plans or designated by the Engineer. Where reinforcing bars are spliced, a lap of not less than 30 times the nominal size of the reinforcement shall be provided.

Bends for stirrups and ties shall be made around a pin having a diameter of not less than two times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter of not less than six times the minimum thickness of the bar, except for bars larger than No. 8, the pin shall be not less than eight times the maximum thickness of the bar. Heating of reinforcement or bending by makeshift methods will not be permitted, and bars having

"kinks" not required will not be used.

All bars shall be marked with identifying metal tags.

Welded wire fabric shall be cold drawn wire conforming to the current specifications for "Welded Steel Wire Fabric for Concrete Reinforcement", ASTM A-185, and the current specification for "Cold-Drawn Steel Wire for Concrete Reinforcement", ASTM A-82.

The Contractor shall submit shop and installation drawings of all metal reinforcement for the approval of the Engineer before commencing any reinforced concrete work.

Forms

Forms to confine the concrete to the required shapes, line, grade, and dimensions shall be used wherever necessary. All exposed concrete surfaces having slopes of one to one (1:1) or steeper shall be formed. All forms shall be of sufficient strength and rigidity, and shall be sufficiently anchored and braced to withstand deflection while concrete is being poured and consolidated by tamping or vibrating. The surface of all forms in contact with concrete shall be smooth and sufficiently tight to prevent leakage of mortar, and shall be thoroughly coated with non-staining oil or covered with paper prior to pouring concrete.

Concrete Mixing

The Engineer will have samples of all cement and aggregate to be used in the various parts of the work tested by an independent laboratory in accordance with the methods recommended currently by the ASTM for testing such materials, and the results of these tests shall be available to the Engineer prior to the use of the materials.

After the materials have been tested, the proportions of cement, aggregate, and water to be used in mixing shall be determined by the testing laboratory so as to produce concrete and mortar of the strength prescribed for the various elements of the work, but in no case shall the mix contain less than five and one-half (5-1/2) sacks of cement per cubic yard of concrete. Only sufficient water will be used to provide a workable mix, but in no event shall the water-cement ratio exceed 6-3/4 gallons per sack of cement.

The testing laboratory shall be selected by the Owner and Engineer. The Owner shall pay for the cost of all laboratory work.

Admixes that will reduce shrinkage, increase workability, reduce absorption, or otherwise improve the quality of the concrete, may be used when so authorized in writing by the Engineer, and the proportion of admix so used shall not exceed that designated by the Engineer.

All concrete shall be thoroughly mixed in a batch mixer of approved design. The mixing of each batch shall continue at least one and one-half (1-1/2) minutes after all materials except the full charge of water are in the mixer, during which time the mixer shall rotate at the speed for which

it was designed. Only those methods of transporting and placing that will deliver into the work concrete of the required consistency without segregation, and without objectionable porosity, will be permitted.

The Contractor shall enforce uniformity of mixes and provide concrete mix, and give full assistance for slump, or compression tests when the Engineer so requests. Maximum slump shall be 4".

Placing and Finishing

The concrete shall be deposited on a moist grade in such manner as to require as little re-handling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped onto a joint assembly.

The sequence of operations shall be the strike off and consolidation, floating if necessary, straight edging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand-finishing methods when approved by the Engineer. A slip form paver may be used.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

After the pavement has been struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with a handle to permit operation from the edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straightedge shall be operated parallel to the centerline of the pavement and shall be moved forward one-half its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall be again straightedge. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be carefully finished with an edger of the radius shown in the plans.

A burlap drag or broom shall be used for final finishing. The burlap drag shall be at least 3 ft.

wide and long enough to cover the entire pavement width. It shall be kept clean and saturated while in use. It shall be laid on the pavement surface and dragged in the direction in which the pavement is being placed. For a broom finish, a stiff bristled broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and about 1/16 in. in depth.

The contractor shall have always available materials to protect the surface of the plastic concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. When slip form construction is being used, materials such as wood planks or forms to protect the edges of the pavement shall also be required.

Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement. Moist curing, waterproof paper, white polyethylene sheeting, white liquid membrane compound, or a combination thereof may be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by whatever curing medium is applicable to local conditions and approved by the engineer. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

The contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

Moist curing shall be accomplished by a covering of burlap or other approved fabric mat used singly or in combination. Curing mats shall be thoroughly wet when applied and kept continuously wet and in intimate contact with the pavement surface for the duration of the moist-curing period. Burlap or fabric mats shall be long enough to cover the entire width and edges of the pavement lane and lapped at joints to prevent drying between adjacent sheets.

Waterproof paper or white polyethylene sheets shall be in pieces large enough to cover the entire width and edges of the slab and shall be lapped not less than 18 in. The paper or polyethylene shall be adequately weighted to prevent displacement or billowing due to wind, and material folded down over the side of the pavement edges shall be secured by a continuous bank of earth. Tears or holes appearing in the paper or polyethylene during the curing period shall be immediately repaired.

The membrane method of curing shall be applied behind the final finishing operation after all free water has disappeared from the surface. Complete and uniform coverage at the required rate of 150 sq. ft. per gallon shall be required. The compound shall be kept agitated to prevent the pigment from settling, and it shall be applied to the pavement edges immediately after the forms have been removed. Membrane curing will not be permitted in frost-affected areas on paving that will be exposed to de-icing chemicals within 30 days after completion of the curing period.

Except by specific written authorization, concreting shall cease when the descending air temperature in the shade and away from artificial heat falls below 40 deg. F. It shall not be resumed until the ascending air temperature in the shade and away from artificial heat rises to 35 deg. F.

When concrete has been placed in cold weather and the temperature may drop below 35 deg. F., straw, hay, insulated curing blankets, or other suitable material shall be provided along the line of work. Whenever the air temperature may reach the freezing point during the day or night, the material shall be spread over the concrete deep enough to prevent freezing of the concrete. Concrete shall be protected from freezing temperatures until it is at least 10 days old. Concrete injured by frost action shall be removed and replaced at the contractor's expense.

Joints

Contraction joints, expansion joints, and all longitudinal joints shall be placed as indicated in the plans. Transverse construction joints shall be used as required. Transverse joints shall extend continuously through the pavement and curb.

Transverse contraction joints shall consist of planes or weakness created by forming or cutting grooves in the surface of the pavement. They shall be equal to at least one-fourth the depth of the slab.

1. Transverse strip contraction joints shall be formed by installing a parting strip to be left in place.

2. Formed grooves shall be made by depressing an approved tool or device into the plastic concrete. The tool or device shall remain in place until the concrete has attained its initial set and shall then be removed without disturbing adjacent concrete.

3. Sawed contraction joints shall be created by sawing grooves in the surface of the pavement with an approved concrete saw. After each joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly cleaned.

Sawing of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. Sawing shall be discontinued if a crack develops ahead of the saw. In general, all joints shall be sawed in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be sawed before uncontrolled cracking occurs. If extreme conditions make it impracticable to prevent erratic cracking by early sawing, the contraction joint groove shall be formed before initial set of concrete, as provided above.

4. Transverse formed contraction joints shall consist of a groove or cleft extending downward from and normal to the surface of the pavement. These joints shall be made while the concrete is plastic by an approved mechanically or manually operated device to the dimensions indicated in the plans.

Transverse construction joints of the type shown in the plans shall be placed whenever the placing of concrete is suspended for more than 30 minutes. A butt joint with dowels or a thickened-edge joint shall be used if the joint occurs at the location of a contraction joint. Keyed joints with tie bars shall be used if the joint occurs at any other location.

Transverse expansion joints shall consist of a vertical expansion joint filler placed in a butt-type joint with or without dowel bars as shown in the plans. The expansion joint filler shall be continuous from form to form, shaped to the subgrade, curb section, and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used unless approved by the engineer.

The expansion joint filler shall be held in a vertical position. An approved installing bar or other device shall be used if necessary to ensure proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate in horizontal alignment more than 1/4 in. from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

Longitudinal joints shall consist of planes of weakness created by forming or cutting grooves in the surface of the pavement. They shall be equal to at least one-quarter the depth of the slab plus ½ inch

1. Sawed longitudinal joints shall be sawed grooves made with a concrete saw after the concrete has hardened. The joint may be sawed at any time before use by construction traffic or before opening if construction traffic does not use the pavement.
2. Longitudinal groove joints are formed in the same manner as transverse formed groove joints.

3. Longitudinal strip joints are formed in the same manner as transverse strip joints.

4. Longitudinal construction joints shall be of the dimensions shown in the plans. Where a key is required, it shall be constructed by forming when the first lane adjacent to the joint is placed. These joints shall be finished with an edger of the radius shown in the plans. When placing the second slab, concrete must not be left overhanging the lip formed in the first slab by the edging tool.

Joints to be sealed shall be filled with joint-sealing material before the pavement is opened to traffic and as soon after completion of the curing period as is feasible. Just before sealing, each joint shall be thoroughly cleaned of all foreign material, including membrane curing compound, and joint faces shall be clean and surface-dry when seal is applied. Material for seal applied hot

shall be stirred during heating to prevent localized overheating.

The sealing material shall be applied to each joint opening in accordance with the details shown in the plans or as directed by the engineer. The joint filling shall be done without spilling material on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned. The use of sand or similar material to cover the seal shall not be permitted. Joint-sealing material shall not be placed when the air temperature in the shade is less than 50 deg. F., unless approved by the engineer.

Measurement and Payment

The quantity of pavement laid shall be the number of square feet of full-depth pavement. The number of square feet shall be determined by the engineer after construction of the pavement has been completed.

The quantity of accepted pavement shall be measured as above provided and shall be paid for at the contract unit price per square foot bid as called for in the proposal. This price shall constitute full compensation for furnishing and preparation of all materials, including all joints, joint filler, curb, curb and gutters, dowels, and reinforcing if required in the construction drawings or special provisions; placing, finishing, curing; and all labor, equipment, tools, incidentals, and testing necessary to complete these items.

Opening to Traffic

The engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a flexural strength of 550 psi, or a compressive strength of 3,500 psi. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Before opening to traffic, the pavement shall be cleaned.

FIBROUS REINFORCING OF CONCRETE
(Curb and Gutter & Lay Down Curb)

General

This section covers fibrous concrete reinforcement, including all materials, labor, equipment, and service necessary to complete the work. All materials provided shall conform to the applicable local building codes and ASTM Standards.

Amount of Fibrous Reinforcing Required

Approved fibrous concrete reinforcement material at the rate of 1.5 lbs. per cubic yard of concrete shall be added to batch of concrete delivered to the project site.

Fibrous Concrete Reinforcement

One hundred (100%) percent virgin polypropylene fibrillated fibers specifically manufactured for use as concrete reinforcement, containing no reprocessed olefin materials. Fibrous concrete reinforcement shall be as manufactured by the Fibermesh Company, Chattanooga, Tennessee, or approved equal.

Physical Characteristics --

(1) Specific Gravity: 0.91
(2) Tensile Strength: 70 to 110 Ksi
(3) Fiber Lengths: 1/2", 3/4", 1-1/2", 2" per manufacturer

Fibrous concrete reinforcement material provided by this section shall produce concrete conforming to the requirement for each type and class of concrete required as indicated on the drawings and specified elsewhere in these specifications under "Concrete." In other words, fibrous concrete reinforcement materials will improve certain qualities of the concrete to which it is being added, and will not alter any of the other qualities.

Execution

Fibrous concrete reinforcement will be added to the concrete at the time the concrete is batched, and in the amount specified.

The batched concrete shall then be mixed in strict accord with the fibrous concrete reinforcement manufacturer's instructions and recommendations for uniform and complete dispersion.

Place and finish the concrete as specified in the "Concrete" section of these specifications.

SITE CLEARING

General

Drawings and general provisions of Contract, including General and Supplementary Conditions and Specification sections apply to work of this section.

Description of Work

Extent of site clearing is shown on drawings. Site clearing includes, but is not limited to:

Protection of existing trees.

Removal of trees and other vegetation.

Topsoil stripping.

Clearing and grubbing.

Removing above-grade improvements.

Removing below-grade improvements.

Job Conditions

Traffic: Conduct site clearing operations to ensure minimum interference with rods, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition, as acceptable to partise having jurisdiction.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

Products

Not applicable to work of this section.

Execution

Site Clearing:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots.

Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Strip topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Clearing and grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Completely remove stumps, roots, and other debris protruding through ground surface.

Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

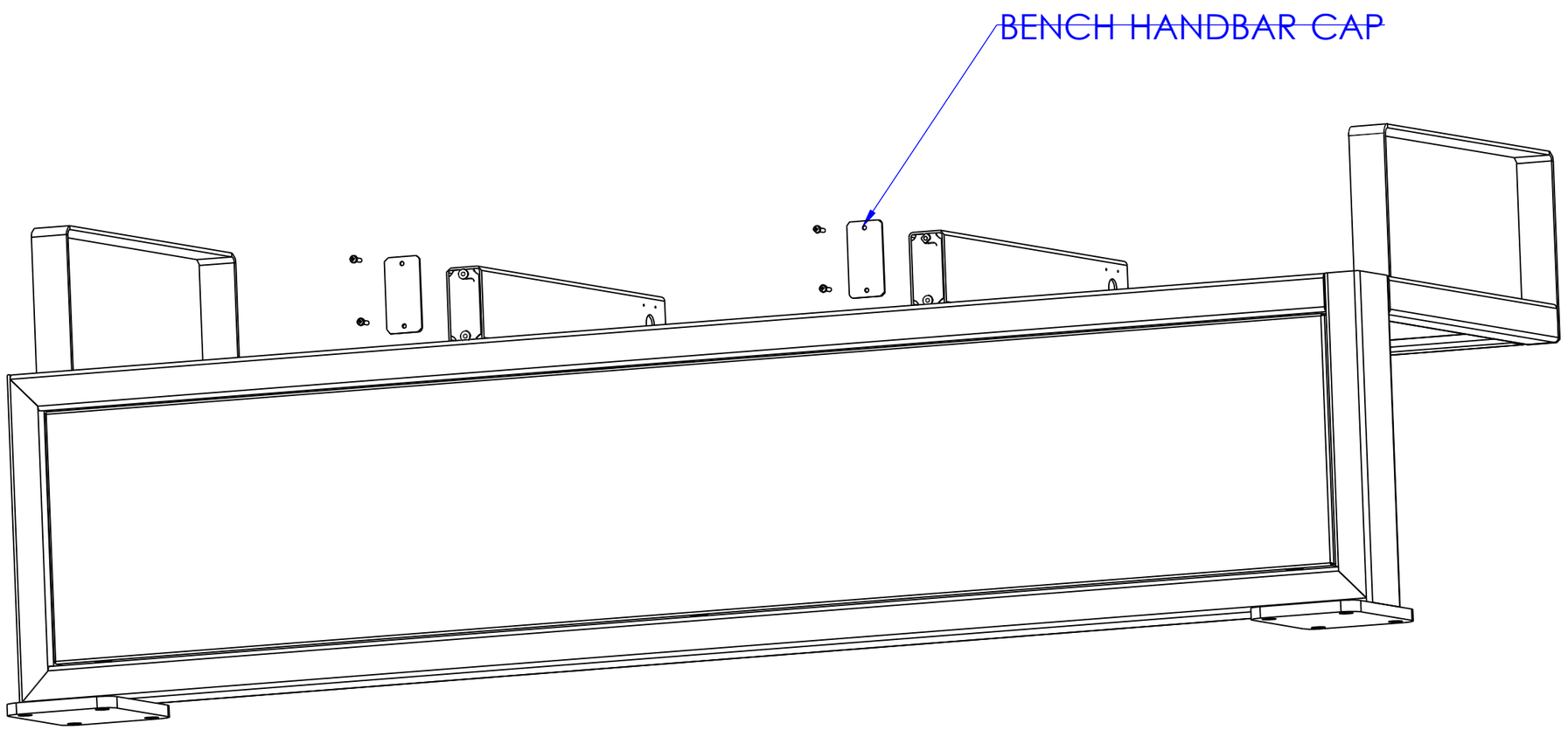
Disposal of Waste Materials:

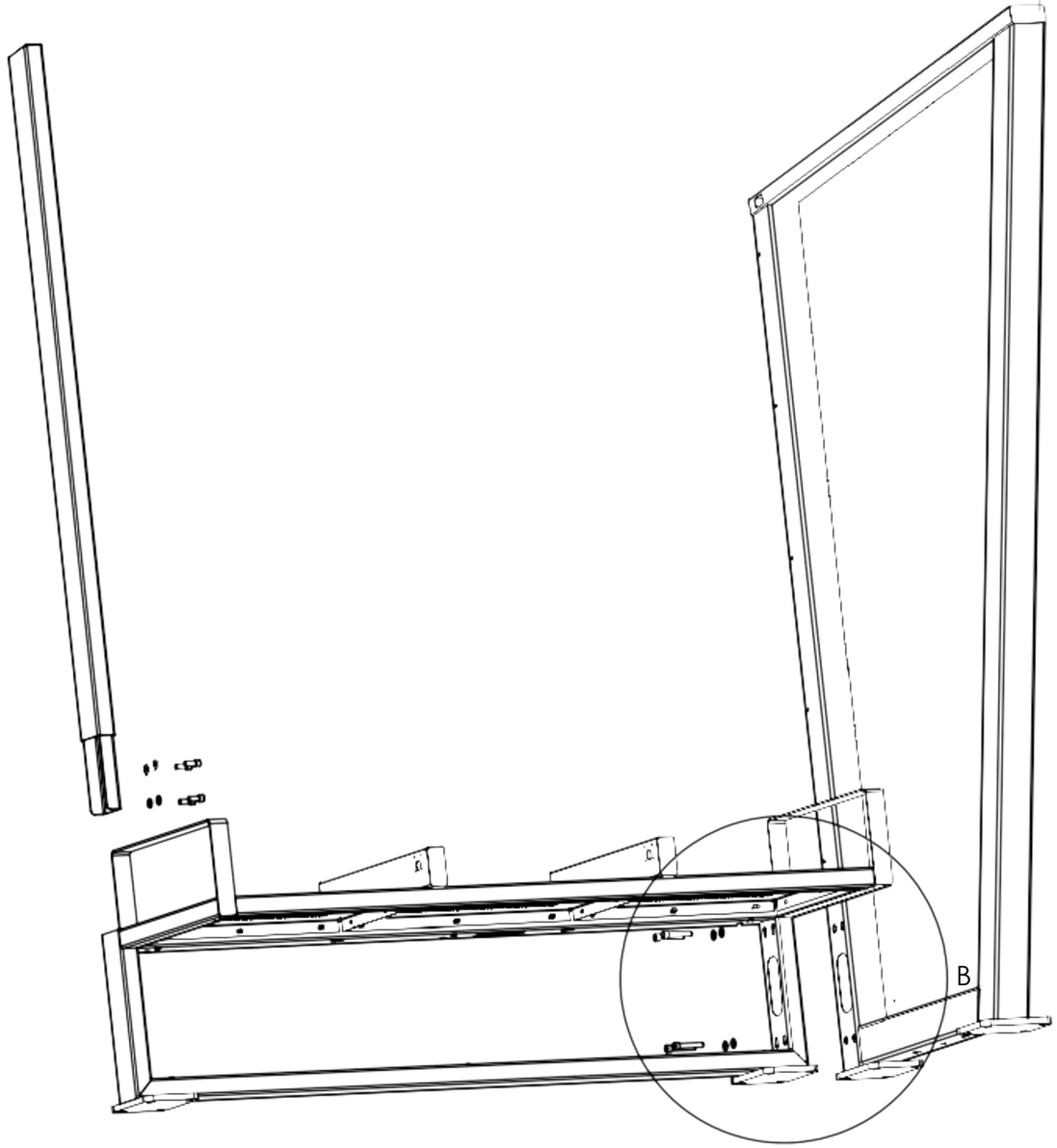
Burning on Owner's Property: Burning is not permitted on Owner's property.

Removal from Owner's Property: Remove waste materials from Owner's property and dispose of offsite in a legal manner

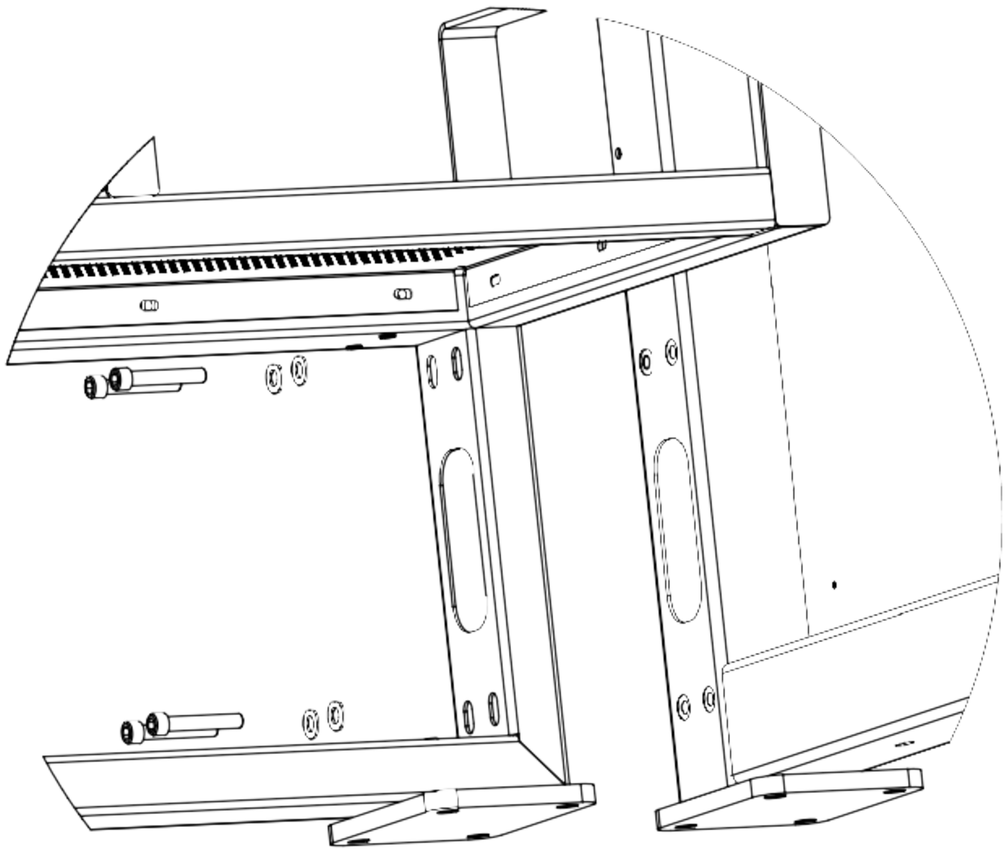
STEP 1

EXHIBIT "B"

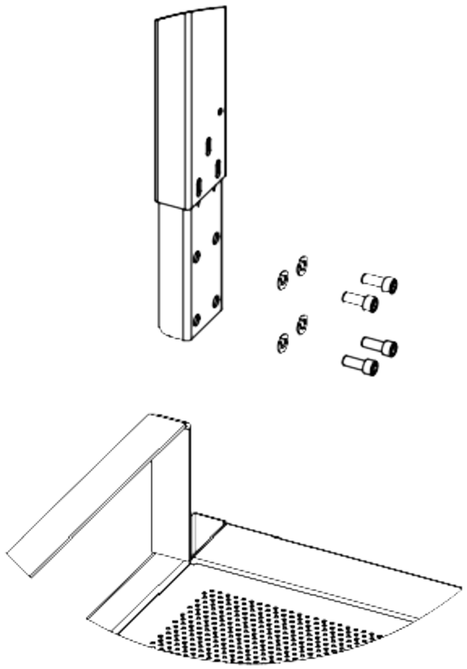




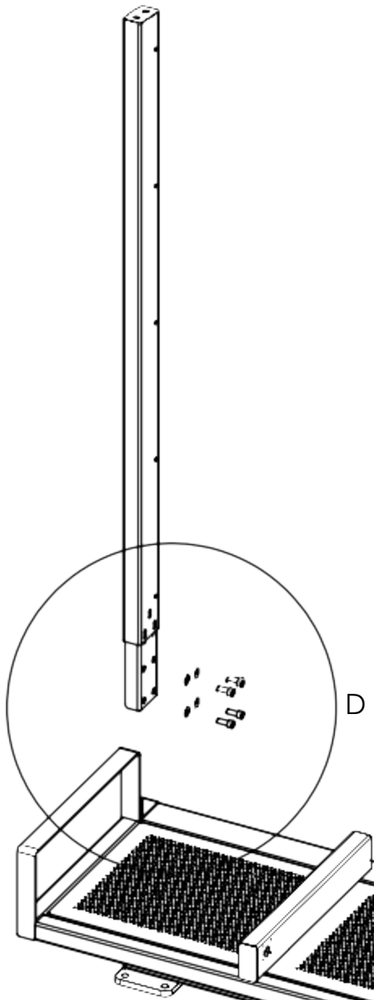
DETAIL B
SCALE 1 : 5

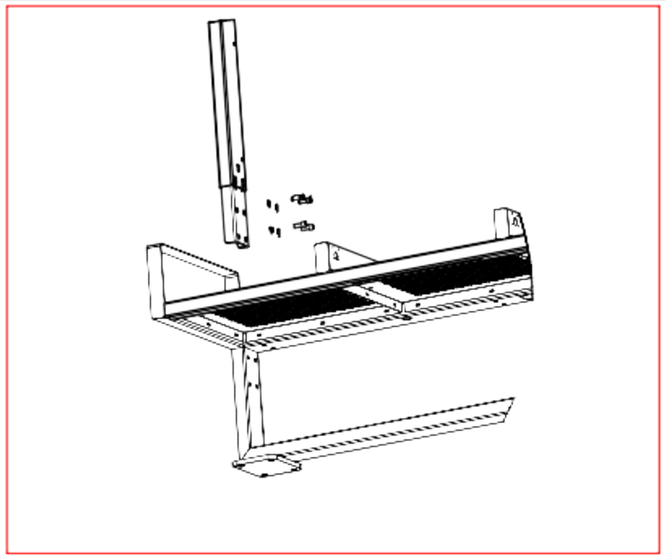


STEP 2

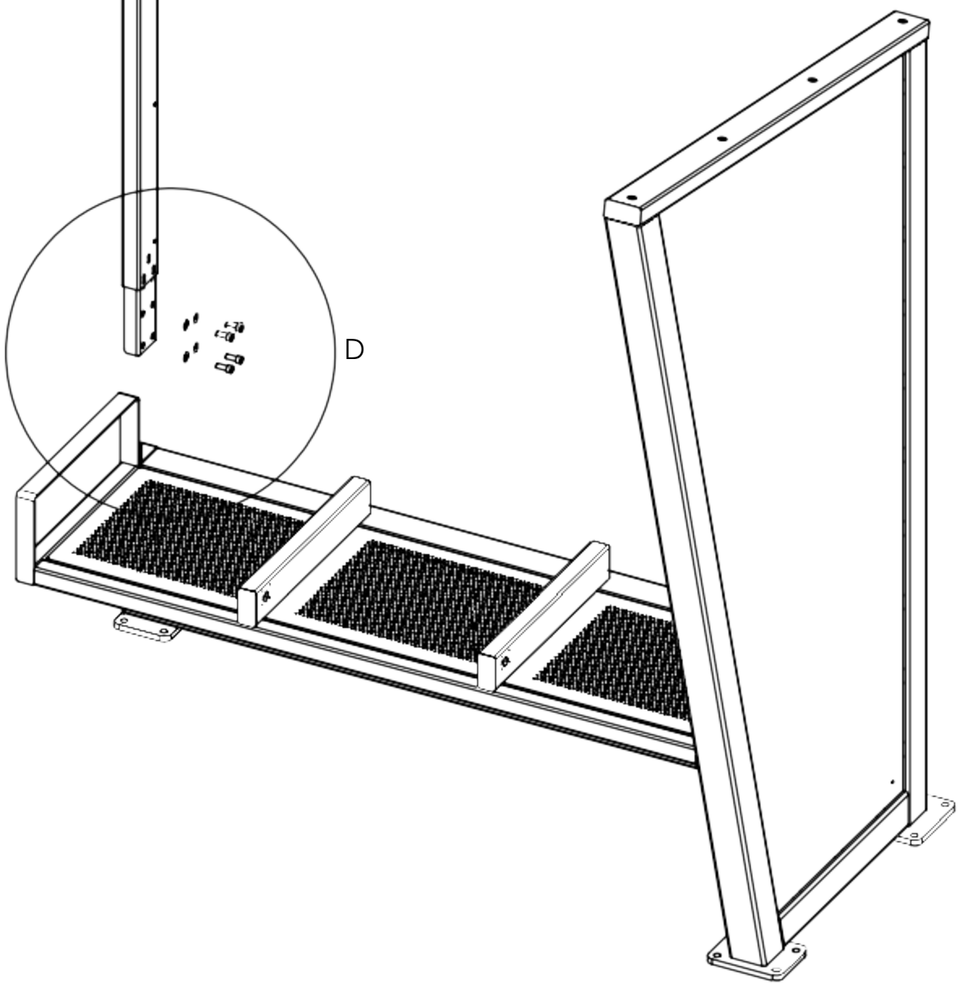


DETAIL D
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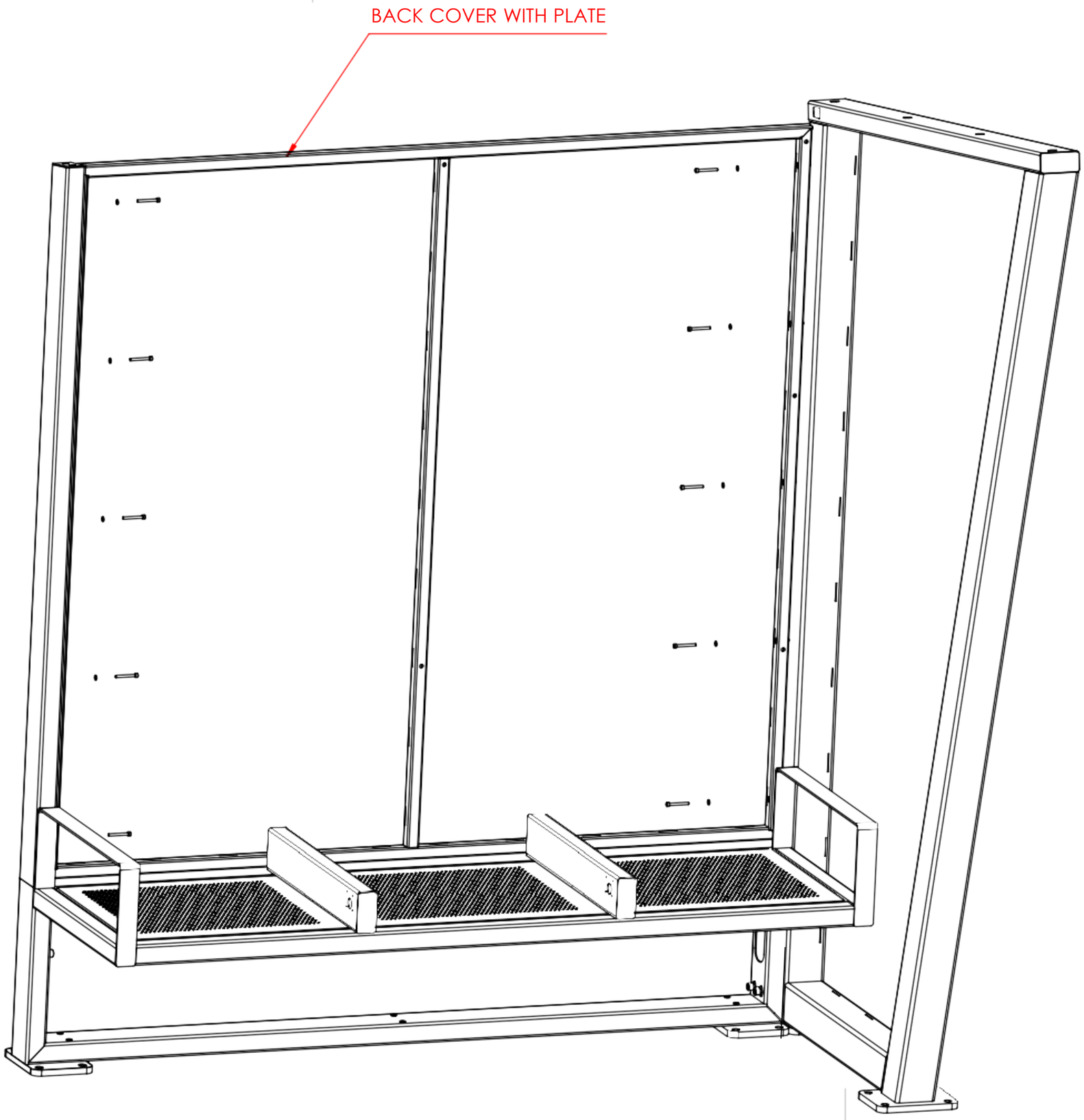


DETAIL E
SCALE 1 : 20

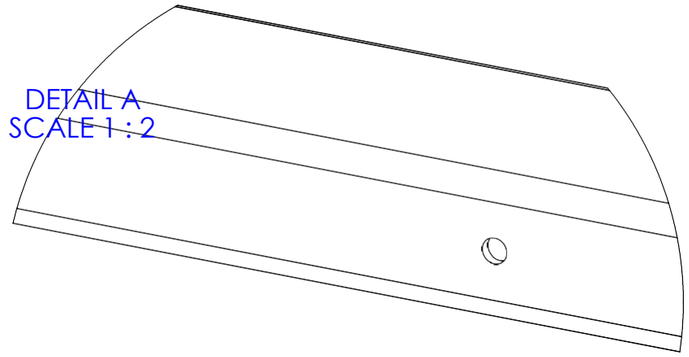


STEP 3

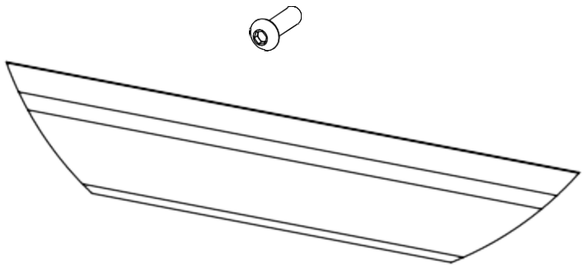
STEP 4

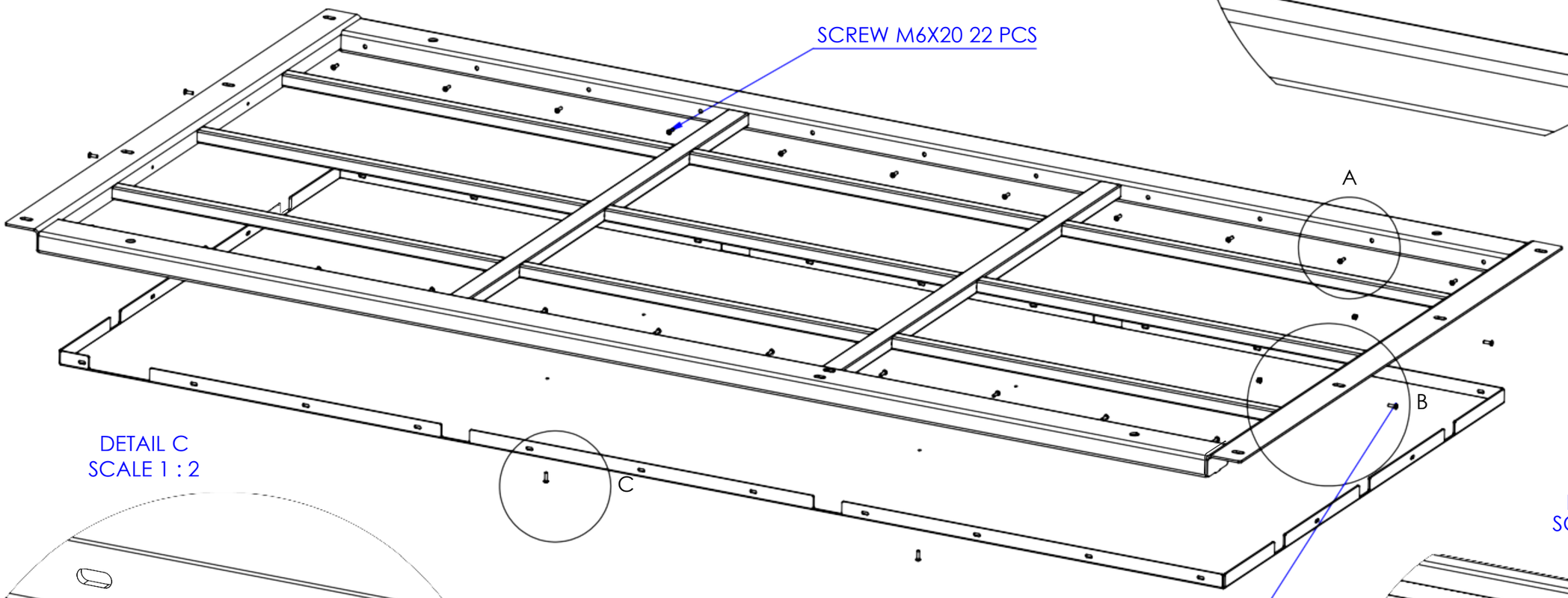


STEP 5 ROOF ASSEMBLY

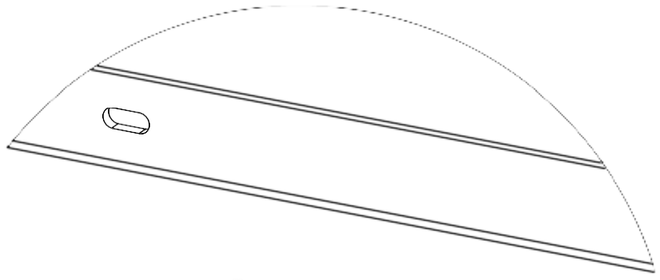


DETAIL A
SCALE 1 : 2





DETAIL C
SCALE 1 : 2

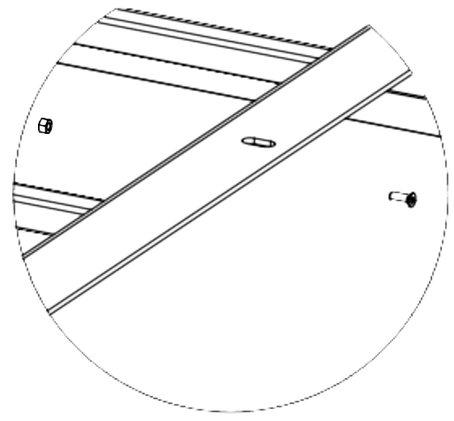




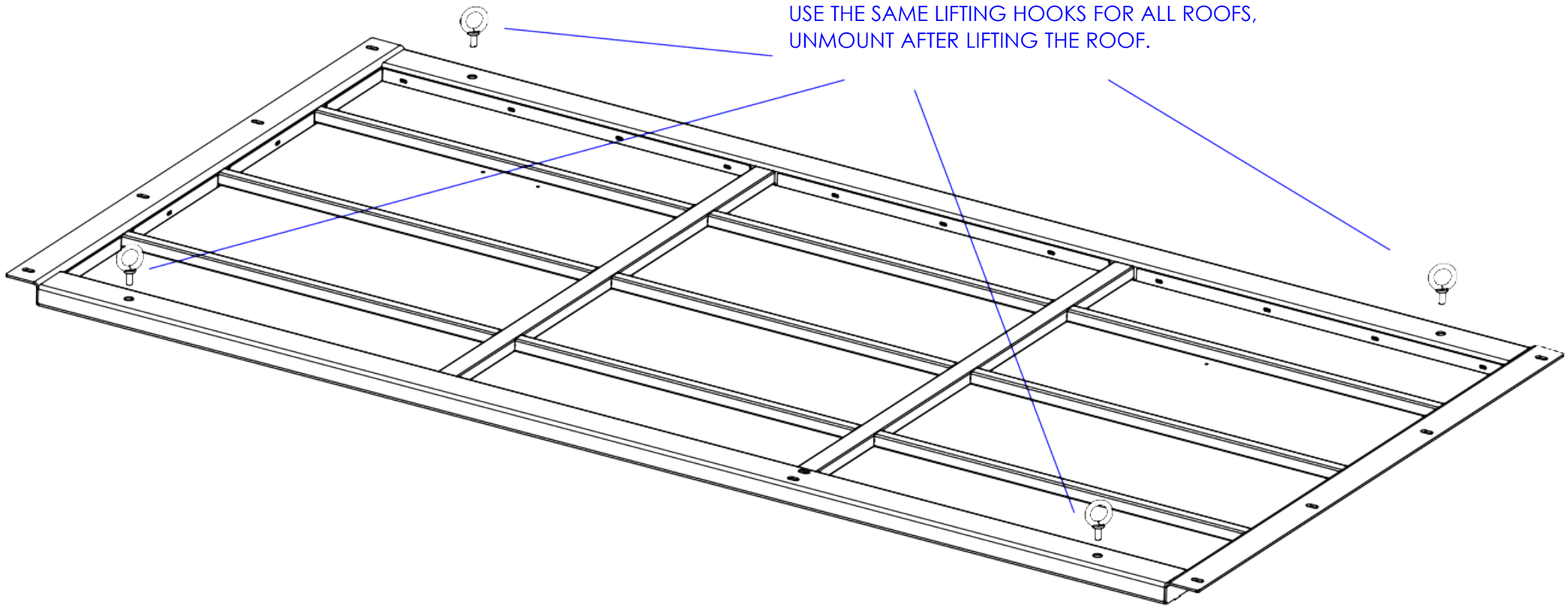
SCREW M6X20 RAL7016 4PCS

SCREW M6X20 + HEX NUT 4 PCS

DETAIL B
SCALE 1 : 5



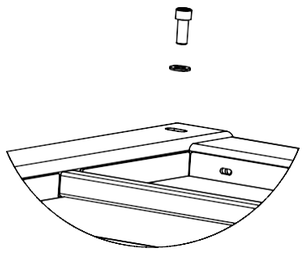
STEP 5.1 ROOF LIFTING HOOKS



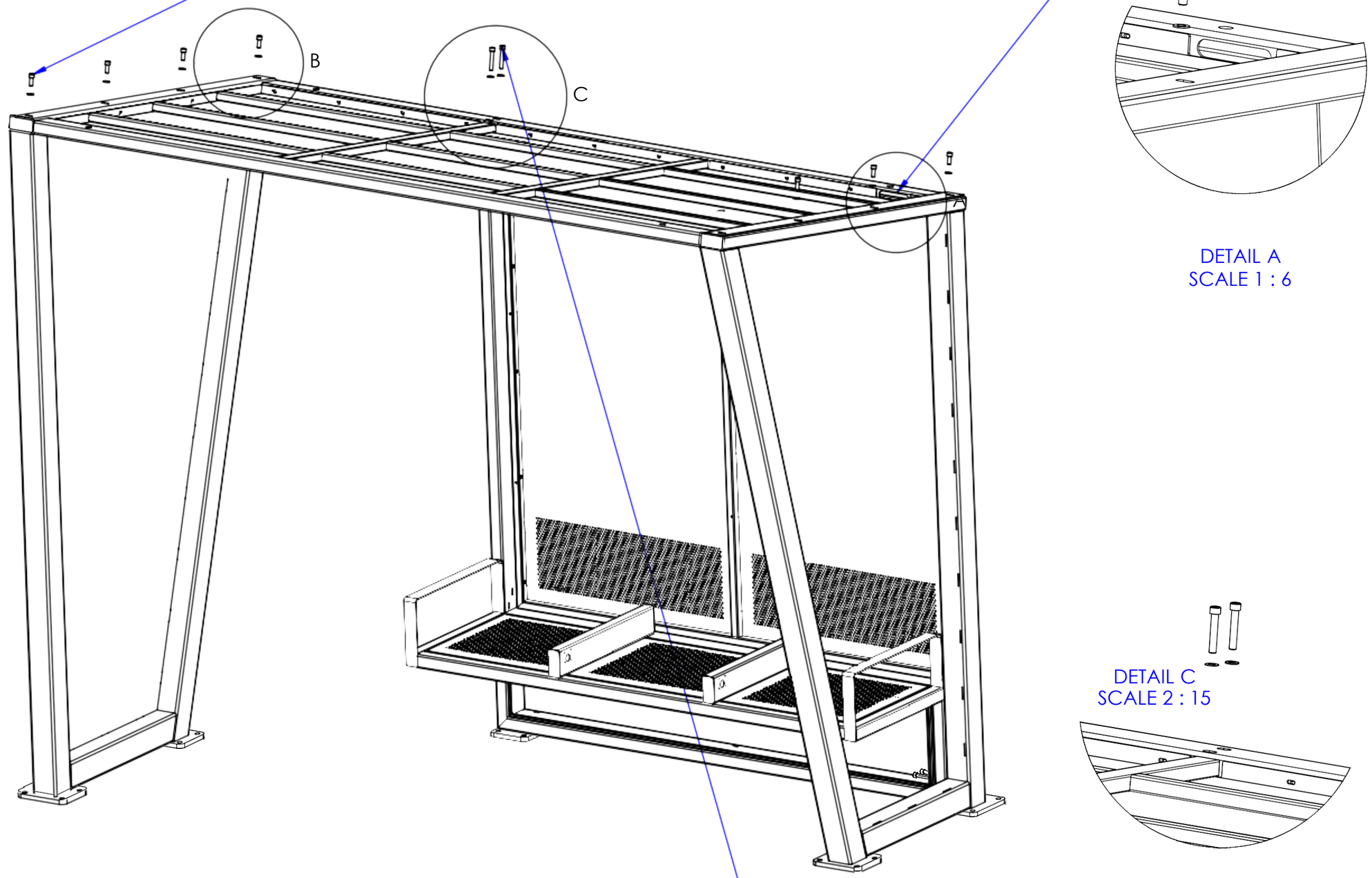
STEP 6 ROOF

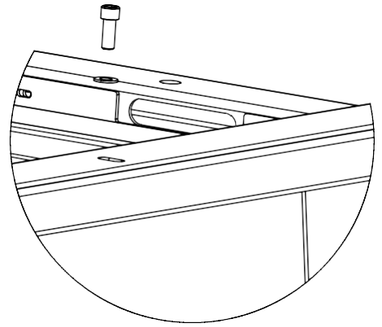
SCREW M12 X30 8 PCS WITH WASHERS

MAKE SURE THE HOLE FOR CABLES IS ON THIS POSITION



DETAIL B
SCALE 2 : 15



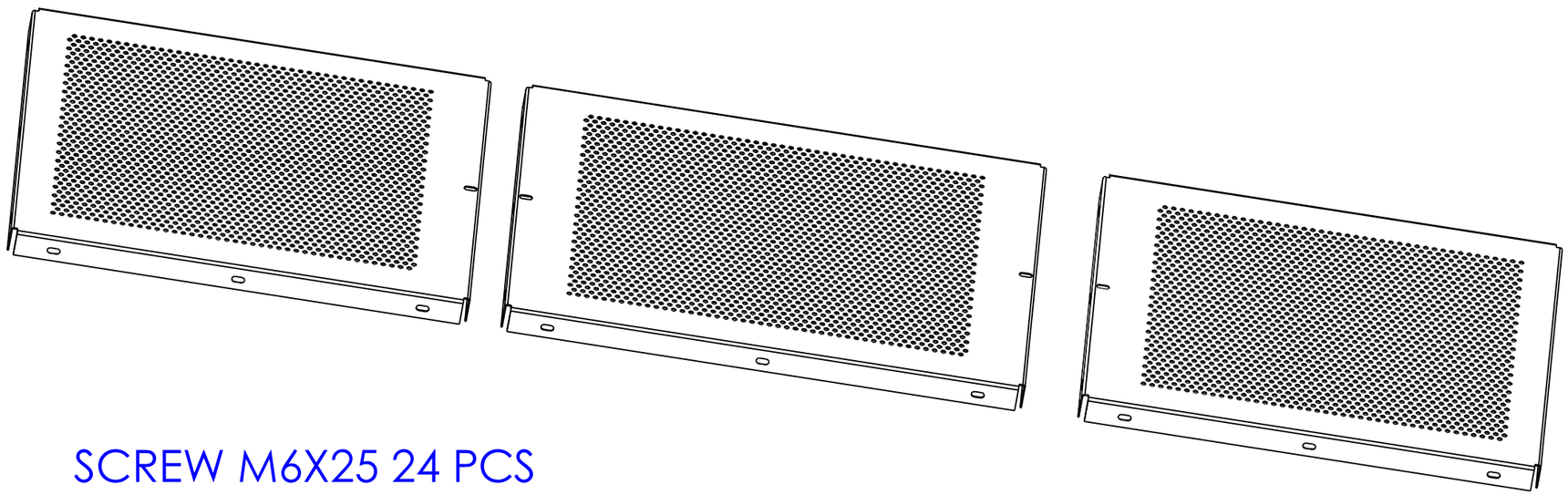


DETAIL A
SCALE 1 : 6

DETAIL C
SCALE 2 : 15

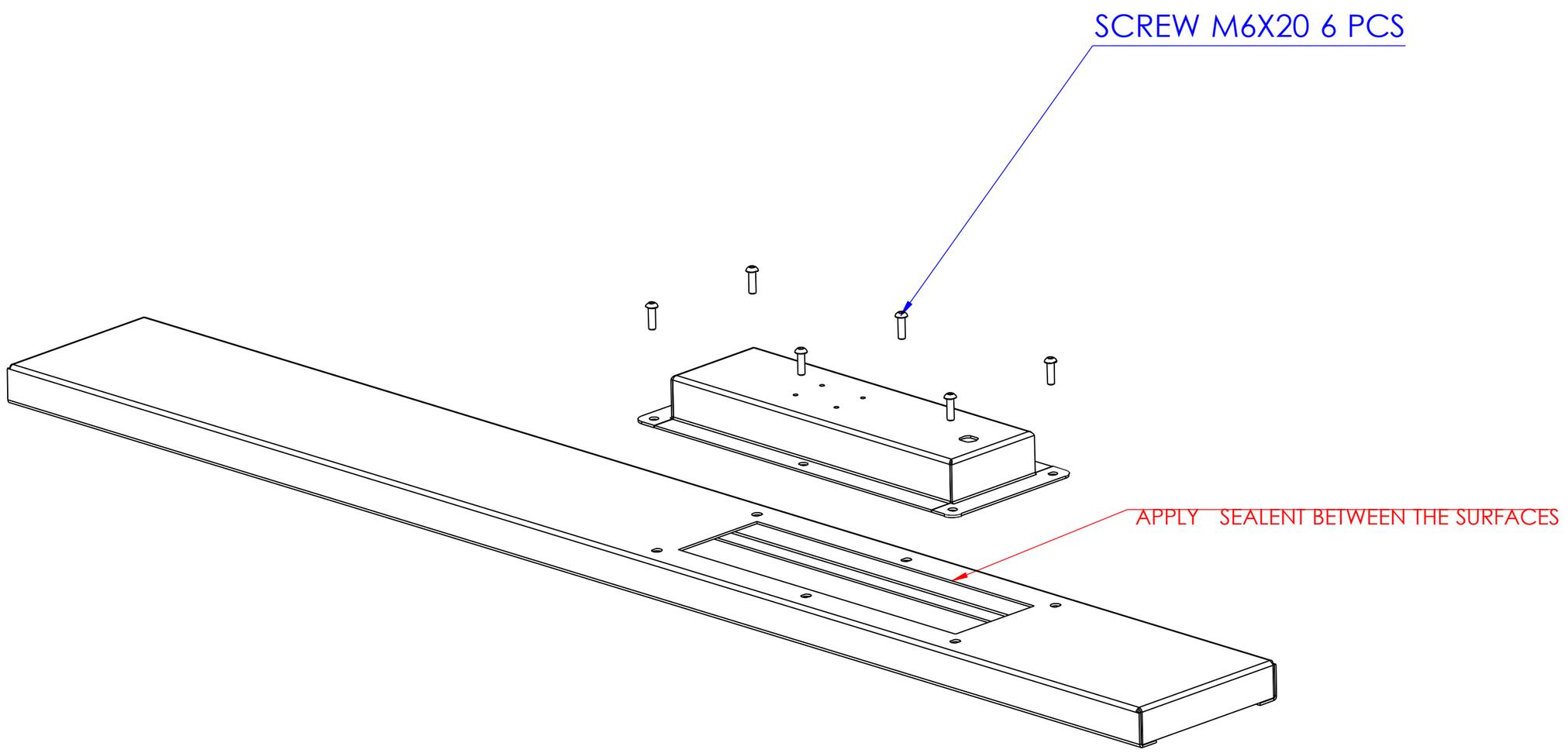
SCREW M12 X70 2 PCS WITH WASHERS

STEP 7 SEATS

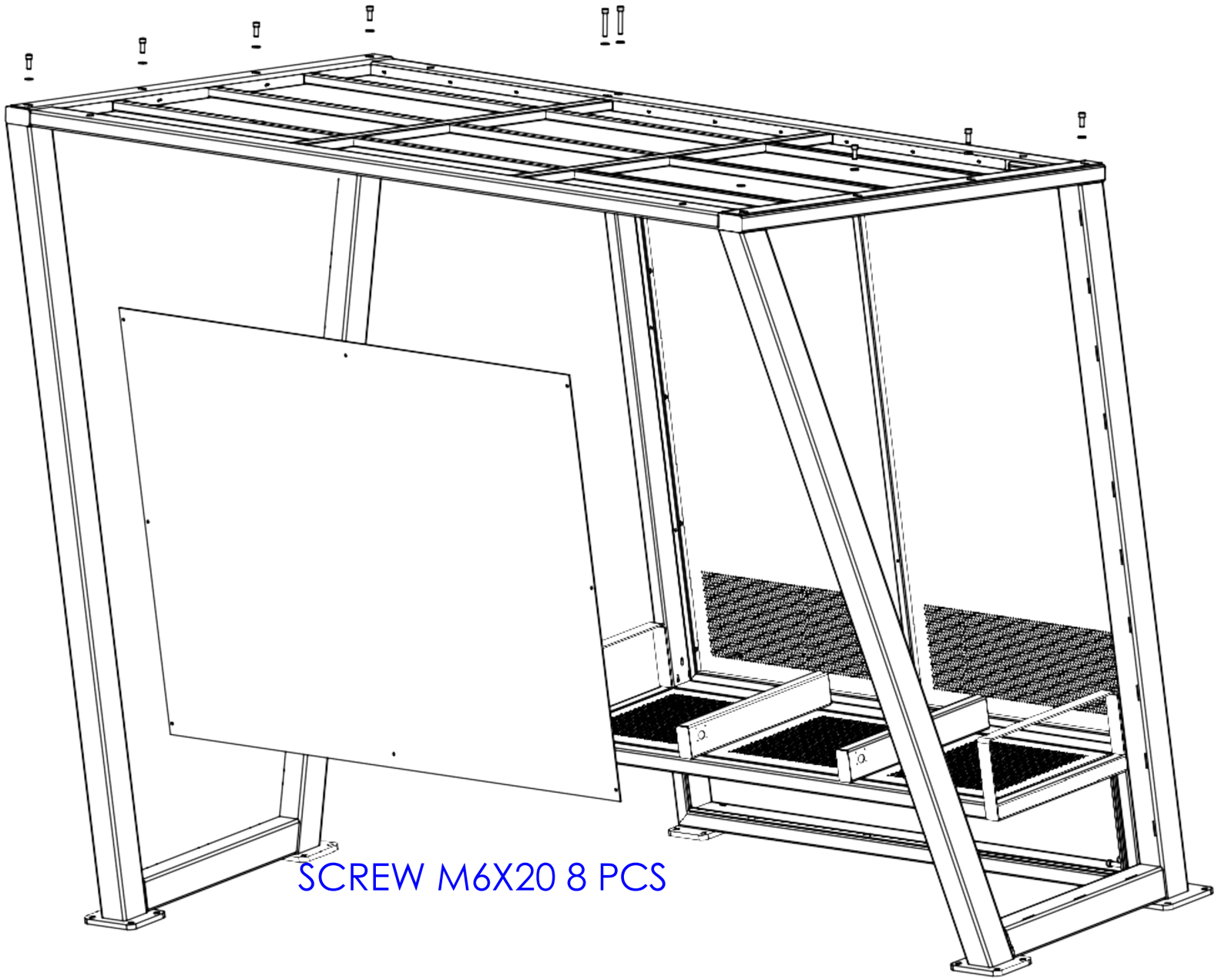


SCREW M6X25 24 PCS

STEP 8 GATEWAY COVER

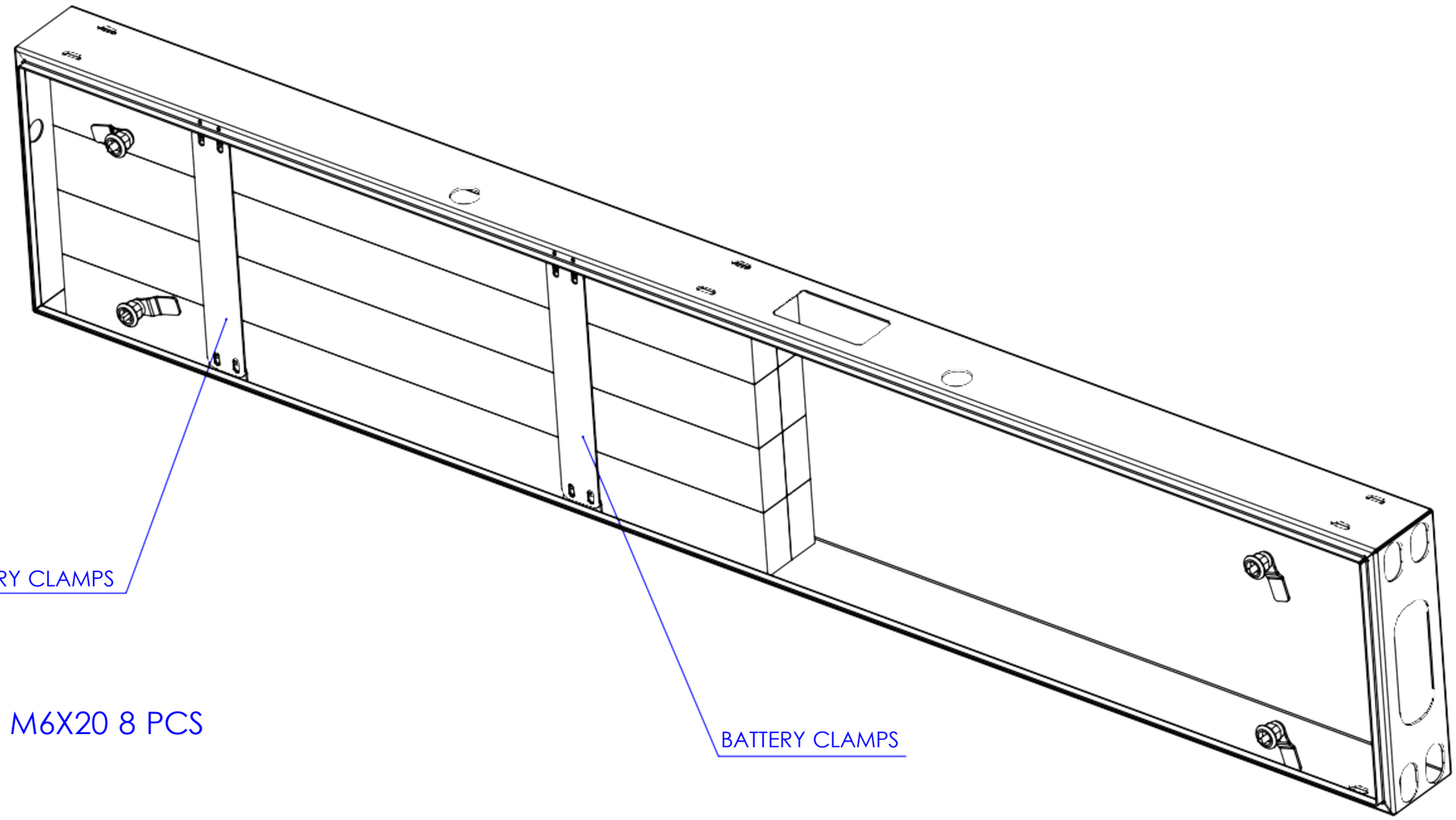


STEP 9 ADVERTISING PANEL UNDER THE BENCH



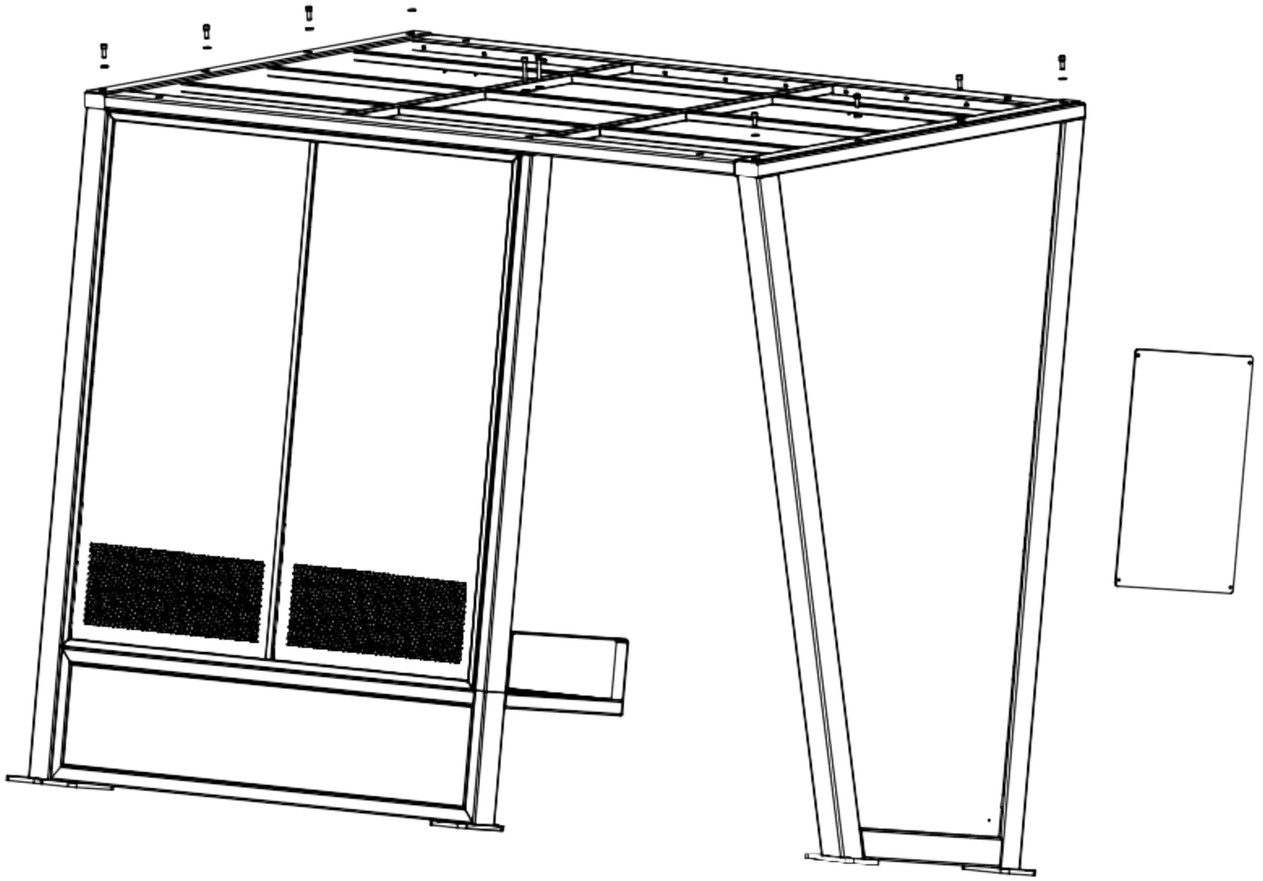
SCREW M6X20 8 PCS

STEP 10 BATTERY CLAMPS



SCREW M6X20 8 PCS

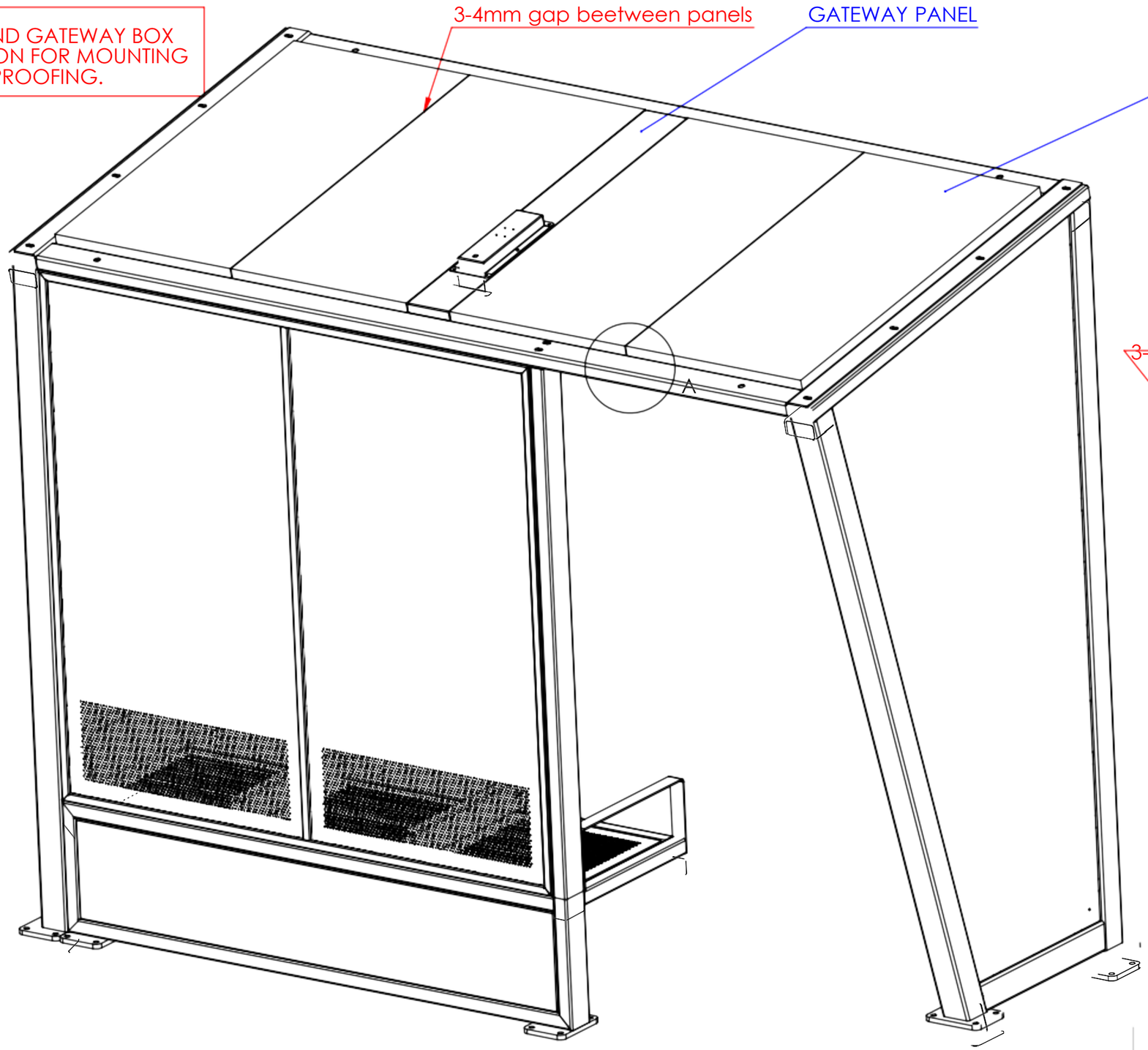
STEP 11 SIDE ADVERTISING PANEL

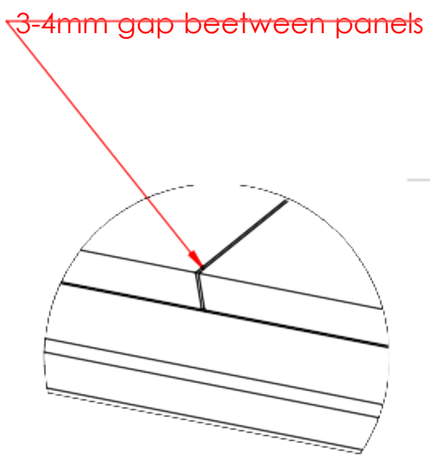


SCREW M6X20 WITH
NUTS AND WASHERS

STEP 12 SOLAR PANEL ASSEMBLY

ON ALL SIDES OF PANEL AND GATEWAY BOX APPLY TRANSPARENT SILICON FOR MOUNTING AND TO PROVIDE WATTERPROOFING.





DETAIL A
SCALE 1 : 5

Addendum #1

BUS SHELTER IMPROVEMENTS

Bid Price Form

Typo on unit type site 26, updated excel sheet can be found on bonfire.

Yes, on Site 26, inadvertently we had 28 SY and the correct unit is LF, as indicated below.

26.	Paredes Line Rd. & Heritage Trail EnGo Planet Solar Bus Shelter (Installation and Assembly Only Shelter to be provided by City of Brownsville)	1	EA
	9" Reinforce Concrete Shelter Pad	9.5	SY
	Concrete Retaining Wall	28	LF
	Site Grading/Clearing	1	LS
	Traffic Control plan	1	LS
	Construction Staking	1	LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JUAN ROCHA	
ESCOBEDO INSURANCE 2334 Boca Chica Blvd Ste 400 Brownsville, TX 78520 License #:	PHONE (A/C, No, Ext): (956)621-0120 FAX (A/C, No): (956)621-0811 E-MAIL ADDRESS: jrocha@escobedoinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MAXUM INDEMNITY COMPANY	
INSURED CORNERSTONE BUILDERS & DEVELOPMENT LLC 2334 BOCA CHICA BLVD STE 400 BROWNSVILLE TX 78521	INSURER B : PROGRESSIVE COMMERCIAL	
	INSURER C : NAUTILIUS INSURANCE COMPANY	
	INSURER D : TEXAS MUTUAL INSURANCE COMPANY	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	BDG016033001	8/30/2023	8/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			945127852	8/30/2023	8/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			E-1484752	8/30/2023	8/30/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		000321497	8/30/2023	8/30/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF BROWNSVILLE
1001 E ELIZEBTH ST
BROWNSVILLE TX 78520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** for a term contract with Maxwell Asphalt, Inc. for the construction of airport improvements including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport in the amount of $721,706.25. (Airport Department)

Summary:
On October 3, 2023, the City Commission accepted grant 3-48-059-2023 for the ARFF vehicle acquisition and 13-31 Runway Preservation project. This item is to award Asphalt Maxwell, Inc. the 13-31 Runway Preservation project that includes crack seal, seal coat, and paint markings in the amount of $721,706.25.

Project Scope and Analysis:
Maxwell Asphalt will perform a crack and seal coat of Runway 13-31 and repaint runway markings.

Funding:

Source: FAA Grant 3-48-0031-059-2023

Amount: $721,706.25

Local Contribution if Applicable: 72,170.62

Recommendation:
The airport recommends city commission approve this item.

Commission Pillar:
Infrastructure

Attachments:

1. Procurement Analysis - Runway 13.31
2. SCR-92-0723 - Contract Agreement_Signed_CAO
3. RWY 13-31 Preservation PPT
4. BRO - SEAL COAT RUNWAY 13-31 FY 22 BID TAB
5. Maxwell Asphalt - Anticipated Subcontractor Material
6. Maxwell Asphalt - Statement of Qualifications
7. NOTICE OF AWARD
8. BRO-AIP-058 - CD - IFB SEALED
9. SCR-92-0723 - General Provisions
10. SCR-92-0723 - Special Provisions
11. Bid Price Form - Maxwell Asphalt, Inc.

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, October 23, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jose Ruiz, Deputy Director

Subject: Agenda Item for the City Commission meeting of Tuesday, November 7, 2023 "Consideration and Action for a term contract for the construction of airport improvement including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport. with Maxwell Asphalt, Inc" #SCR-92-0723

Background:

At the request of Mr. Jose Ruiz, Deputy Director, the Procurement Division solicited a Invitation to bid for the procurement of: the construction of airport improvement including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport.

Project Summary:

Project milestones were accomplished as follows:

- The legal advertisements appeared in The Brownsville Herald two times: on June 18, 2023 & June 25, 2023 and were posted on the City's electronic bidding platform. There was no addendum issued during the process.
- Bids/proposals were received on July 13, 2023 at 3:00 PM
- A total of two (2) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:
    1. American Road Maintenance
    2. Maxwell Asphalt, Inc.

Procurement Summary: Maxwell Asphalt, Inc is eligible under this procurement for the construction of airport improvement including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport. in the amount of **$721,706.25** (Exhibit A)

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
BROWNSVILLE, TEXAS
BRO-SEAL COAT RUNWAY 13-31 FY 22

BID OPENING
DATE: JULY 13, 2023
TIME: 1:00 P.M. (LOCAL TIME)

Schedule I: Crack Seal, Seal Coat, and Paint Runway 13-31

	Engineer's Estimate	American Road Maintenance	Maxwell Asphalt, Inc.		
Contract Proposal	√	√	√		
Contractor Information	√	√	√		
Subcontractor/Material Supplier List	√	√	√		
Authorized Contact Form	√	√	√		
General Information Required for All Bidders	√	√	√		
Certificate of Interested Parties House Bill 1295	√	√	√		
City of Brownsville Disclosure of Interests	√	√	√		
City of Brownsville Non-Colusive Bidding Certification	√	√	√		
Award of Contract	√	√	√		
Disadvantaged Business Utilization Commitment	√	√	√		
DBE Participation Form	2.1%	2.1%	2.1%		
Equal Employment Opportunity Report Statement	√	√	√		
Buy American Certification	√	√	√		
Buy American Conformance Listing	√	√	√		
Contractor's Statement of Qualifications	√	√	√		
Certification Form	√	√	√		
Certification Regarding Lobbying	√	√	√		
Bid Bond	√	√	√		
Schedule I	**$ 593,781.25**	**$ 896,531.25**	**$ 721,706.25**		
Total Cost	**$ 593,781.25**	**$ 896,531.25**	**$ 721,706.25**		

The mathematical error in bid item P-101a resulted in a different Total Cost than what was noted in the orginal bid proposal ($732,556.25).

Schedule I: Crack Seal, Seal Coat, and Paint Runway 13-31				Engineer's Estimate		American Road Maintenance		Maxwell Asphalt, Inc.					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost				
C-105a	Mobilization	1	LS	$ 54,000.00	$ 54,000.00	$70,000.00	$ 70,000.00	$70,000.00	$ 70,000.00				
P-101a	Crack Seal	25,000	LF	$ 1.25	$ 31,250.00	$1.75	$ 43,750.00	$1.55	$ 38,750.00				
P-101b	Rubber Removal	7,000	SY	$ 4.50	$ 31,500.00	$9.00	$ 63,000.00	$5.00	$ 35,000.00				
P-608-Ra	Asphalt Surface Treatment	135,000	SY	$ 2.00	$ 270,000.00	$3.50	$ 472,500.00	$2.25	$ 303,750.00				
P-620a	Permanent Paint Markings	161,000	SF	$ 1.25	$ 201,250.00	$1.50	$ 241,500.00	$1.65	$ 265,650.00				
P-620b	Temporary Paint Markings	4,625	SF	$ 1.25	$ 5,781.25	$1.25	$ 5,781.25	$1.85	$ 8,556.25				
TOTAL SCHEDULE I					**$ 593,781.25**		**$ 896,531.25**		**$ 721,706.25**				

The written word and mathematical number unit price on Schedule I bid item P-101a did not sum to the reported Total Cost for the item in the original bid proposal
The mathematical error in bid item P-101a resulted in a different Total Cost for the item than what was noted in the orginal bid proposal ($49,600.00).
The mathematical error in bid item P-101a resulted in a different Total Cost than what was noted in the orginal bid proposal ($732,556.25).

CONTRACT AGREEMENT

Brownsville South Padre Island International Airport
Brownsville, Texas
AIP PROJECT NO. 3-48-0031-058-2023
CITY OF BROWNSVILLE PROJECT NO. SCR-92-0723

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between City of Brownsville, Party of the First Part, hereinafter referred to as the "Owner", and Maxwell Asphalt, Inc., Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated

quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 16 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $1,000.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to $1,730.00/calendar day(s) for the construction manager plus up to $1,390.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Airport Board in compliance with the City of Brownsville. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

ARTICLE 8. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD CITY, ITS COMMISSION, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL MANNER OF SUITS, CLAIMS OR DEMANDS (1) ARISING OUT OF OR RELATING TO CONTRACTOR'S, ITS EMPLOYEES', AGENTS' AND SUBCONTRACTORS' ACTS OR OMISSIONS ARISING UNDER THE PERFORMANCE OF THIS AGREEMENT; (2) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; (3) CONTRACTOR'S BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OTHER OBLIGATION HEREUNDER; AND (4) THE INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS WITH RESPECT TO GOODS OR SERVICES SUPPLIED TO CITY IN CONNECTION WITH THIS AGREEMENT (EACH OF WHICH IS AN "INDEMNIFYING ACT"). CONTRACTOR SHALL REIMBURSE CITY FOR ANY AND ALL COSTS, DAMAGES AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES TO WHICH CITY MAY BE SUBJECT AS A RESULT OF THE OCCURRENCE OF ANY INDEMNIFYING ACT.

The total estimated cost for AIP project #3-48-0031-058-2023, City of Brownsville Project #SCR-92-0723 thereof to be Seven Hundred, Twenty-One Thousand, Seven Hundred, Six Dollars, and Twenty-Five Cents ($721,706.25).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

Maxwell Asphalt, Inc

-

By: _____

President

(Office or Position of Signer)

(SEAL)

ATTEST: _____

Secretary

(Office or Position of Signer)

OWNER, Party of the First Part

_____

By: _____

_____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

_____

(Office or Position of Signer)

APPROVED AS TO FORM
AND LEGALITY

_____

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

Brownsville South Padre Island International Airport

RUNWAY 13-31 PRESERVATION AWARD TO MAXWELL ASPHALT
UNDER FAA GRANT 3-48-0031-059-2023

Grant 3-48-0031-059-2023 will allow us to replace our aging ARFF vehicle and complete needed pavement maintenance on Runway 13-31.



Bids/Proposals for Runway 13-31 were received 7/13/23.

Bids submitted as follows:
American Road Maintenance: $896,531.25
Maxwell Asphalt, Inc.: $721,706.25

We are asking for award to Maxwell Asphalt in the amount of $721,706.25 under FAA Grant 3-48-0031-059-2023.

FAA Funds awarded under Grant 59: $1,405,716

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
BROWNSVILLE, TEXAS
BRO-SEAL COAT RUNWAY 13-31 FY 22

BID OPENING
DATE: JULY 13, 2023
TIME: 1:00 P.M. (LOCAL TIME)

Schedule I: Crack Seal, Seal Coat, and Paint Runway 13-31

	Engineer's Estimate	American Road Maintenance	Maxwell Asphalt, Inc.		
Contract Proposal	√	√	√		
Contractor Information	√	√	√		
Subcontractor/Material Supplier List	√	√	√		
Authorized Contact Form	√	√	√		
General Information Required for All Bidders	√	√	√		
Certificate of Interested Parties House Bill 1295	√	√	√		
City of Brownsville Disclosure of Interests	√	√	√		
City of Brownsville Non-Colusive Bidding Certification	√	√	√		
Award of Contract	√	√	√		
Disadvantaged Business Utilization Commitment	√	√	√		
DBE Participation Form	2.1%	2.1%	2.1%		
Equal Employment Opportunity Report Statement	√	√	√		
Buy American Certification	√	√	√		
Buy American Conformance Listing	√	√	√		
Contractor's Statement of Qualifications	√	√	√		
Certification Form	√	√	√		
Certification Regarding Lobbying	√	√	√		
Bid Bond	√	√	√		
Schedule I	**$ 593,781.25**	**$ 896,531.25**	**$ 721,706.25**		
Total Cost	**$ 593,781.25**	**$ 896,531.25**	**$ 721,706.25**		

The mathematical error in bid item P-101a resulted in a different Total Cost than what was noted in the orginal bid proposal ($732,556.25).

Schedule I: Crack Seal, Seal Coat, and Paint Runway 13-31				Engineer's Estimate		American Road Maintenance		Maxwell Asphalt, Inc.					
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P-101a	Crack Seal	25,000	LF	$ 1.25	$ 31,250.00	$1.75	$ 43,750.00	$1.55	$ 38,750.00				
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P-608-Ra	Asphalt Surface Treatment	135,000	SY	$ 2.00	$ 270,000.00	$3.50	$ 472,500.00	$2.25	$ 303,750.00				
P-620a	Permanent Paint Markings	161,000	SF	$ 1.25	$ 201,250.00	$1.50	$ 241,500.00	$1.65	$ 265,650.00				
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TOTAL SCHEDULE I					**$ 593,781.25**		**$ 896,531.25**		**$ 721,706.25**				

The written word and mathematical number unit price on Schedule I bid item P-101a did not sum to the reported Total Cost for the item in the original bid proposal
The mathematical error in bid item P-101a resulted in a different Total Cost for the item than what was noted in the orginal bid proposal ($49,600.00).
The mathematical error in bid item P-101a resulted in a different Total Cost than what was noted in the orginal bid proposal ($732,556.25).

Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville

BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The bidder shall provide information on all subcontractors/material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in Yes	Licensed in No	Licensed in State	Contractors License #	Contractors Class	Certified DBE Yes	Certified DBE No	Certification Number	Bid Amount	Date Firm Established	*GRS
Double J Asphalt	805 Ave. S. Hondo, TX. 78861	Crack Seal	X					X			$30,000	2010	2

***GRS – Annual Gross Receipts**

Enter 1 for less than $1 million
Enter 2 for more than $1 million but less than $5 million
Enter 3 for more than $5 million but less than $10 million
Enter 4 for more than $10 million but less than $15 million

Bidder's Initials RM

Enter 5 for more than $15 million

Bidder's Initials RM

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

Qualifications shall be furnished as described in Division 4, Section 20, with the bid proposal.

Bidder's Initials

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Bidder's Initials

Maxwell Asphalt Statement of Qualifications 2018

Project Name & Location	Total Sale	Owner or Representative
2018		
Stockton, CA. Airport	$475,000.00	City of Stockton, CA.
Georgetown, CA. Airport	$243,000.00	El Dorado County, CA.
Abilene, TX. Airport	$700,000.00	City of Abilene, TX.
Missoula, MT. Airport	$964,000.00	City of Missoula, MT.
Monticello, UT. Airport	$165,000.00	City of Monticello, UT.
Fallon AFB, NV.	$502,900.00	United States Air Force
Tonopah, NV. Airport	$124,000.00	Nye County, NV.
Glacier Park, MT. Airport	$683,260.00	Flathead Municipal Airport Authority
Winnemucca, NV. Airport	$359,885.00	City of Winnemucca, NV.
Othello, WA. Airport	$313,175.00	Port of Othello, WA.
Minden-Tahoe, NV. Airport	$537,656.00	Douglas County, NV.
Haigh Field, CA. Airport	$193,063.00	Glenn County, CA.
Moffett AFB, CA. Airport	$492,800.00	United States Air Force
Fallon AFB, NV. Seal Coat	$483,377.00	United States Air Force
Fallon AFB Roads Seal	$153,140.00	United States Air Force
TOTAL:	$6,390,256.00	

Maxwell Asphalt Statement of Qualifications 2019

Project Name & Location	Total Sale	Owner or Representative
2019		
Salinas, CA. Airport	$1,165,824.00	City of Salinas, CA.
Ogden, UT. Airport Thermo	$74,772.00	City of Ogden, UT.
South Padre Island, TX. Airpo	$444,952.00	City of Brownsville, TX.
Fallon AFB Spring & Fall	$569,200.00	US Air Force
Othello, WA. Airport	$22,797.00	City of Othello, WA.
Winnemucca, NV. Airport	$33,658.00	City of Winnemucca, NV.
Ephraim, UT. Airport	$89,341.00	City of Ephraim, UT.
Ely, NV. Airport	$189,894.00	White Pine County, NV.
Truckee, CA. Airport	$105,241.00	Truckee -Tahoe Airport
Ontario, CA. Airport	$2,560,892.00	City of Ontario, CA.
Lampson Field, CA. Airport	$1,005,710.00	Lake County, CA.
La Junta, CO. Airport	$456,252.00	City of La Junta, CO.
Elko. NV. Airport	$ 980,000.00	City of Elko, NV.
TOTAL:	$7,698,533.00	

Maxwell Asphalt 2020 Statement of Qualifications

Project Name & Location	Total Sale	Owner
2020		
Deer Lodge, MT. Airport	$ 152,377.00	City of Deer Lodge
Bowman Field, MT. Airport	$ 187,089.00	Anaconda County
Dona Ana County, NM. Airport	$ 379,752.00	Dona Ana County
Lampson Field, CA. Airport	$ 60,000.00	County of Lake
Walla Walla, WA. Airport	$ 349,625.00	Port of Walla Walla
Carbon County, UT. Airport	$ 322,500.00	Carbon County
La Porte, TX. Airport	$ 2,737,412.00	City of LaPorte
Heber Valley, UT. Airport	$ 194,487.00	City of Heber
Hot Springs, WY. Airport	$ 154,975.90	Hot Springs County
Ely, NV. Airport	$ 65,000.00	White Pine County
Stockton, CA. Airport	$ 989,522.00	San Joaquin County
Elko, NV. Airport	$ 200,000.00	City of Elko
Camarillo, CA. Airport	$ 213,351.00	City of Camarillo
Fallon AFB Spring & Fall	$ 602,900.00	US Navy
Fallon Additional	$ 349,590.00	US Navy
Midland, TX. Airport	$ 440,175.00	City of Midland

Round Valley, CA. Airport	$	625,405.00	County of Mendocino
Midland, TX. Airport	$	1,275,240.00	City of Midland
Bear Lake, ID. Airport	$	22,927.00	Bear Lake County
Cortez, CO. Airport	$	369,500.00	City of Cortez
Montrose, CO. Airport	$	524,587.00	City of Montrose
Fallon Fall Additional	$	79,372.00	US Navy
TOTAL -	$	10,295,786.90	

Maxwell Asphalt 2021 Statement of Qualifications

Project Name & Location	Total Sale	Owner
2021		
Grand Junction, CO. Airport	$ 911,704.00	City of Grand Junction
Camarillo, CA. Airport	$ 51,174.00	City of Camarillo
Heber, UT. Airport	$ 19,477.00	City of Heber
Round Valley, CA. Airport	$ 153,198.00	County of Mendocino
Montrose, CO. Airport	$ 36,174.00	City of Montrose
Castle, CA. Airport	$ 1,620,000.00	City of Merced
Erie, CO. Airport	$ 203,787.00	Town of Erie
Colfax County, NM. Airport	$ 308,675.00	Colfax County
Sterling, CO. Airport	$ 213,299.00	City of Sterling
Fallon NAS Spring Work	$ 312,500.00	US Navy
Fallon NAS Fall Work	$ 256,700.00	US Navy
Dutch John, UT. Airport	$ 262,042.00	City of Dutch John
Lordsburg, NM. Airport	$ 247,000.00	City of Lordsburg
Navajo Lake, NM. Airport	$ 94,000.00	New Mexico Dept Aviation
Vernal, UT. Airport	$ 163,108.00	City of Vernal
Guernsey Friction Test	$ 8,000.00	USAF
Logan, UT. Airport	$ 211,845.00	City of Logan
Midland, TX, Airport	$ 696,000.00	City of Midland
Nephi, UT. Airport	$ 267,350.00	City of Nephi
Satanta, KS. Airport	$ 91,800.00	City of Satanta
Truth or Consequences, NM.	$ 273,697.00	City of T or C
TOTAL	$ 6,401,530.00	

MAXWELL ASPHALT

List of Available Equipment

2	Cab over truck mounted paint stripers
5	Scarifiers
1	Smith Model X3 Wet or Dry Blaster Power Eraser
1	Peterbuilt Distributer Truck with Custom Sand Applicator
1	Maximizer Distributer Truck with Custom Sand Applicators
1	NAC-Dynamic Friction Tester
6	Line driver stripers
1	Thermal Marking AutoIR-G4 heater
1	Turbine Blower and misc blowers
2	Bear Cat Tar Kettles
4	Crack Seal Routers
2	Atlas Copco Air Compressor
1	Freightliner Sweeper Truck
2	2015 Dodge 3500 Flatbed Utility Trucks
1	2015 Dodge 5500 Flatbed Utility Truck
1	2017 Dodge 5500 Flatbed Utility Truck
1	Toolcat
1	Kenworth Flatbed
1	2014 CAT Skidster
1	5519 Genie Forklift
1	Stripe Hog LaFrance Condor Water Blasting Truck
1	International Roll Off Truck
2	Bergkamp M210's
1	Pneumatic roller

Maxwell Asphalt, Inc

Corporate Certification

I, Dale Maxwell, certify that I am the Secretary of Maxwell Asphalt, Inc organized under the laws of the State of Utah that Steven Maxwell who signed this power of attorney on behalf of the donor, is the President of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the 23rd day of July, 2010 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

I further certify that the said Power of Attorney has not been rescinded and is at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Salt Lake this 31st day of August 2015.

Dale Maxwell, Secretary

Maxwell Asphalt, Inc

Minutes of Special Meeting of the Board:

Minutes of a special meeting of the Board held at the office of the Corporation at 650 S Delong St, Salt Lake City and State of Utah on the 23 day of July 2010 at 10:00 o'clock in the morning.

The President called the meeting to order and directed the Secretary to call the roll of the Directors.

The following Directors answered present:

Dale Maxwell, Director
Steven Maxwell, Director

The President, Steven Maxwell then stated that this meeting was called especially at the request of Dale Maxwell, Director to consider the following Business:

As Maxwell Asphalt is in the business to bid for work it is requested that Maxwell Asphalt, Inc give authority to Robert McIntosh, estimator for Maxwell Asphalt, Inc to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of and under the license of Maxwell Asphalt, Inc. To give Robert McIntosh authority to complete, sign and submit all required documents to submit such bids.

The Secretary, Dale Maxwell then read the notice of meeting and stated that the same was sent to each and every director in accordance with the By-Laws.

On motion duly made and carried, the notice was ordered spread upon the minutes.

The following business was thereupon taken up and transacted:

Robert McIntosh, estimator for Maxwell Asphalt, Inc shall be given authority to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of Maxwell Asphalt, Inc and under the license of Maxwell Asphalt, Inc. Robert McIntosh shall be given authority to complete, sign and submit all documents required to submit such bids.

There being no further business the meeting was adjourned.

Dated the 23 day of July, 2010

Dale Maxwell, Secretary

MAXWELL ASPHALT
Sealing Specialists

Bidding Power of Attorney

Know all men by these presents: That Maxwell Asphalt, Inc doing business as a Corporation under the laws of the State of Utah having a principal place of business at 650 S Delong St, Salt Lake City, Utah 84104, hereby constitutes and appoints Robert McIntosh to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEROF, the said Maxwell Asphalt, Inc caused these presents to be sealed and signed:

Steven Maxwell, President of Maxwell Asphalt, Inc

July 23, 2010
Date

Witness: _____ Title: Manager, Maxwell Asphalt, Inc

MAXWELL ASPHALT

P.O. Box 585
Bountiful, UT 84011
Phone 801-972-2097
Fax 801-416-1872

KEY PERSONNEL EXPERIENCE

Dale Maxwell is one of the owners and Secretary of Maxwell Asphalt, Inc. His 35 plus years of experience in asphalt maintenance includes estimating, developing new processes, crack seal, joint seal, patching and paving, various pavement friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements sealants, and layout of airport markings. He is an experienced CDL driver and equipment operator. He supervises the contracts and bid process and specializes in scheduling company crews to complete various concurrent projects.

Steve Maxwell is one of the owners and President of Maxwell Asphalt, Inc. His 32 plus years of experience in asphalt maintenance includes estimating, developing new processes and specialized equipment, crack seal, joint seal, patching and paving, various pavement sealants, friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements and layout of airport markings. He is also an experienced CDL driver and equipment operator. He oversees all projects and specializes in organizing crews, working with onsite supervisors and ordering and delivering materials for each specific project.

Stuart Nunn has 25 plus years experience in construction. He is a licensed general contractor and trained as an electrical engineer. Since 2011 Stuart has overseen all airport markings for Maxwell Asphalt. He speciallizes in FAA requirements and the layout of airport markings. He assures that the detailed striping for the project meets specification requirements and expectations of the owner and resident onsite engineer of all projects.

Mark Carlson is our driver for the Peterbuilt /Bearcat Distributer Truck and has over 18 years of experience driving distributer trucks and applying seal coat materials. His main responsibility for Maxwell Asphalt is overseeing all seal coat applications. He is a seasoned licensed CDL driver and works with project owners and onsite engineer representatives to ensure that the application of seal coat materials meets all specified requirements.

~~**Clint Petersen** is a licensed contractor with over 15 years experience and has been a project supervisor for Maxwell Asphalt, Inc for 13 years. He has experience in all facets of asphalt maintanence. He works with onsite engineers and sub contractors to ensure that all materials and construction methods meet the stringent FAA requirements and that airport closures are kept to a minimum.~~

Spencer May is a driver for our Peterbuilt/Bearcat Distributer Truck and has over 5 years experience. He is also our operator for the NAC Dynamic Friction Tester. He is experienced in assisting airport personnel and engineers in determining the friction values to meet contract specifications.

Maxwell Asphalt, Inc

Financial Statements

December 31, 2021 and 2020

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SAVAGE ESPLIN & RADMALL, PC
▪ Certified Public Accountants ▪

Independent Accountant's Review Report

To the Board of Directors:
Maxwell Asphalt, Inc

We have reviewed the accompanying financial statements of Maxwell Asphalt, Inc (an S corporation), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the accompanying Supplement Schedules of Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed such information and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on it.

Savage Esplin & Radmall, PC

SAVAGE ESPLIN & RADMALL, PC
February 5, 2022

20 North Main, Suite 402 • St. George, Utah 84770 • Phone: 435.673.6195 • Fax: 435.673.6833
www.sercpas.com

Maxwell Asphalt, Inc
Balance Sheets
December 31, 2021 and 2020

	2021	2020
ASSETS		
Current Assets		
Cash and cash equivalents	$ 30,800	$ 210,404
Accounts receivable	2,050,461	2,307,115
Prepaid expenses	51,221	35,719
Inventories	126,019	69,600
Employee Advances	6,500	63,656
Total Current Assets	2,265,001	2,686,494
Property and Equipment		
Machinery and equipment	2,197,935	2,146,011
Vehicles	904,058	847,438
Accumulated depreciation	(1,972,263)	(1,626,279)
Total Property and Equipment, net	1,129,730	1,367,170
TOTAL ASSETS	$ 3,394,731	$ 4,053,664
LIABILITIES & STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$ 231,527	$ 533,569
Credit Cards Payable	34,085	55,858
Accrued liabilities	13,890	126,176
Lines of credit	508,099	542,801
Due to Stockholder	3,866	85,719
Current portion, long-term debt	241,395	231,195
Total Current Liabilities	1,032,862	1,575,318
Long Term Liabilities		
Long-term debt, less current portion	434,387	637,618
Total Liabilities	1,467,249	2,212,936
Stockholders' Equity		
Common stock, $1 par value (50,000 shares authorized: 2,000 shares issued and outstanding)	2,000	2,000
Additional paid-in capital	39,195	39,195
Retained earnings	1,886,287	1,799,533
Total Stockholders' Equity	1,927,482	1,840,728
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 3,394,731	$ 4,053,664

See accompanying notes and independent accountant's review report

Maxwell Asphalt, Inc
Statements of Income and Retained Earnings
For the Years Ended December 31, 2021 and 2020

	2021	2020
Revenue		
Sales	$ 6,332,893	$ 9,431,886
Cost of Sales		
Product cost	1,649,846	3,846,204
Subcontractors	940,775	1,187,559
Direct labor	1,100,949	1,108,959
Trucking/Freight	192,425	243,067
Equipment Rental	33,658	63,158
Total Cost of Sales	3,917,653	6,448,947
Gross Margin	2,415,240	2,982,939
Operating Expenses		
Insurance	507,770	497,664
Depreciation	345,984	362,813
Travel, fuel, and auto	340,602	402,119
Salaries and wages	302,315	280,922
Other operating expenses	160,678	159,664
Repairs and maintenance	101,144	75,127
Supplies	77,938	102,648
Rents	39,600	43,200
Bad debt	0	2,931
Total Operating Expenses	1,876,031	1,927,088
Net Income from Operations	539,209	1,055,851
Other Income		
Gain on Sale of Assets	0	30,465
PPP Loan Forgiveness	0	287,837
Total Other Income	0	318,302
Other Expense		
Interest expense	61,179	107,350
Total Other Expense	61,179	107,350
Net Income	$ 478,030	$ 1,266,803
Retained earnings, beginning	1,799,533	1,268,338
Shareholder dividends	(391,276)	(735,608)
Retained Earnings, Ending	$ 1,886,287	$ 1,799,533

See accompanying notes and independent accountant's review report

NOTICE OF AWARD

DATE: October 06, 2023

TO: Maxwell Asphalt, Inc.
650 South Delong St.
Salt Lake City, UT 84104

City of Brownsville, having considered the Contract Proposals submitted for improvements to the Brownsville South Padre Island International Airport, AIP Project No. 3-48-0031-058-2023, and it appearing that your Contract Proposal of **Seven Hundred, Twenty-One Thousand, Seven Hundred, Six Dollars, and Twenty-Five Cents ($721,706.25)** for Seal Coat Runway 13-31 is fair, equitable and in the best interest of the City of Brownsville and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

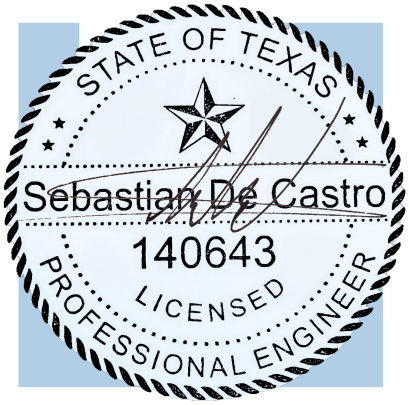
This Award is subject to the concurrence of the Federal Aviation Administration.

City of Brownsville
Brownsville, Texas

By: _____
Contract Authorized Representative

Jose Ruiz, MBA, C.M. Deputy Director
Name and Title

_____
Date



Brownsville All-America City 2001 / 2014

City of BROWNSVILLE Texas
On the Border, By the Sea

City of Brownsville
Purchasing & Contract Services Department

Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project

BID # SCR-92-0723
AIP Project # 3-48-0031-058-2023

PRE-BID MEETING DATE: **June 29, 2023**
PRE- BID MEETING TIMES: **1:00 P.M. Central Time**
At Brownsville South Padre Island International Airport - Conference Room

BID DUE DATE: July 13, 2023
BID DUE TIME: 1:00 P.M. Central Time

JVIATION®
A WOOLPERT COMPANY

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Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

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INVITATION FOR BIDS

Brownsville South Padre Island International Airport
Brownsville, Texas
AIP Project No. 3-48-0031-058-2023

Sealed bids, subject to the conditions contained herein, for improvements to the Brownsville South Padre Island International Airport, Brownsville, Texas, AIP Project No. 3-48-0031-058-2023 will be received by the Brownsville South Padre Island International Airport, Administration, Brownsville, Texas, 78520, through the Bonfire Interactive Portal specified in the 'Instructions to Bidders' section below, until Thursday, July 13, 2023, at 3:00 p.m., and then publicly opened and read aloud.

The work involved will include the following:

Schedule I - Crack Seal, Seal Coat, and Paint Runway 13-31

Item	Description	Unit	Schedule I Quantity
C-105a	Mobilization	LS	1
P-101a	Crack Seal	LF	25,000
P-101b	Rubber Removal	SY	7,000
P-608-Ra	Asphalt Surface Treatment	SY	135,000
P-620a	Permanent Paint Markings	SF	161,000
P-620b	Temporary Paint Markings	SF	4,625

The approximate quantities of major bid items involved in the proposed work are:

Construction for this project is expected to take 16 calendar day(s).

Pre-Bid Conference. The pre-bid conference for this project will be held virtually on June 29, 2023 at 3:00 p.m.. A virtual link will be available. All bidders are required to examine the site to become familiar with all site conditions prior to submitting their bid.

Bid Conditions. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by City of Brownsville for a period not to exceed 120 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as City of Brownsville may require, to reject any and all bids and to waive any informality in the bids received.

All questions regarding the bid are to be directed to Mr. Damian Espinoza, Procurement and Contracting Manager for the City of Brownsville at (956) 548-6092 or email: Damian.Espinoza@brownsvilletx.gov.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the City of Brownsville.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

Airport and Airway Improvement Act of 1982 as Amended. In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

Equal Employment Opportunity and Affirmative Action Requirement. The proposed contract is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract specifications including the goals and timetables for minority and female participation.

Title VI Solicitation Notice: The City of Brownsville, 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, 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.

DBE Requirement.

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)

Bidder's Initials_____

(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; and
(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 bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 2.1% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include, women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive. Those firms currently certified as DBE's by the Texas Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor.

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.

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

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

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

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.

Notice Of The 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:	71.0%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and 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 Cameron County, Brownsville, Texas.

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.

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.

Other Federal Provisions Award of contract is also subject to the following Federal Provisions:

- Civil Rights – Title VI Assurances
- Lobbying Federal Employees
- Recovered Materials

- Other Federal Provisions included in Part A of the Special Provisions

City of Brownsville
Brownsville, Texas

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ACKNOWLEDGMENT OF RECEIPT

Please submit this page upon receipt

For any clarifications, please contact Mr. Damian Espinoza, Procurement and Contracting Manager for the City of Brownsville at (956) 548-6092 or email: Damian.Espinoza@brownsvilletx.gov.

Please submit this page through the Bonfire Interactive Portal upon receipt of I.F.B. package no later **Thursday, July 13, 2023** before 2:00 P.M. CST.

If you are unable to respond on this item, kindly indicate your reason for "Not Responding below and fax back. This will insure you remain active on our vendor list.

Date: _____

( ) Yes, I will be able to submit a Proposal.

( ) No, I will not be able to submit a Proposal for the following reason:

_____
_____
_____
_____

Name: _____

Company: _____

Phone #: _____ Fax #: _____

E-mail address: _____

Please Note:
Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following website address: **https://brownsvilletx.bonfirehub.com/**

Bidder's Initials: _____

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INSTRUCTIONS TO BIDDERS

Hereinafter in these Contract Documents including these Instructions to Bidders, Sponsor/Owner refers to City of Brownsville and Engineer refers to Jviation, a Woolpert Company, 11821 Telge Road, Cypress, TX 77429.

1. Submission of Bids

a. **Division 2 of the Contract Documents shall be completed and submitted in its entirety, in order for the bid to be considered responsive.**

b. **Qualifications shall be furnished as described in Division 4, Section 20, with the bid proposal.**

c. Please submit bids through Bonfire Interactive to Damian Espinoza… please access Bonfire at this link: https://brownsvilletx.bonfirehub.com/

d. Date/Time: Bids shall be received on or before: Thursday, July 13, 2023, at 3:00 p.m.

e. Bidding Documents: Bidding documents must be downloaded from Jviation, Inc.'s bid site (http://bid.jviation.com). **Note:** Plan ahead when submitting the online request form and allow up to 2 business days for approval and access to projects.

f. **Bid Bond is required if total bid exceeds $20,000.00.**

2. Pre-Bid Conference

A pre-bid meeting is scheduled virtually for Thursday, June 29, 2023, at 3:00 p.m. A virtual link will become available.

3. Late Bids/Late Modifications of Bids

a. Bids received through Bonfire, after the exact time set for opening are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time.

b. The Owner will not consider a late bid or late modification of bid unless received prior to contract award and –

(1) There is conclusive evidence that the bid was submitted through Bonfire on time and was mishandled by the Brownsville South Padre Island International Airport (i.e., lost or misplaced) staff responsible for handling/receiving bids. Mishandling by other units or offices at the Brownsville South Padre Island International Airport does not constitute airport staff.

(2) Or – it was the only bid received.

4. Mistakes in Bids – Confirmation of Bid

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the City of Brownsville/Brownsville South Padre Island International Airport policy.

5. Minor Informalities/Irregularities in Bids

a. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

b. If the Owner determines that the bid submitted contains a minor informality or irregularity, then the Director shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the Owner. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

c. Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (Such as Bid Bond, or signed cover letter which references the bid and amount of bid).

d. Bidder fails to acknowledge an Addendum – this may be considered a minor informality only if the Addendum, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

6. Rejection of Bids

Any bid that fails to conform to the essential requirements of the invitation for bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the invitation for bids.
b. A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

c. Protects against future changes in conditions, such as increased costs, if total possible costs to the Owner cannot be determined.

d. Fails to state a price and indicates that price shall be "price in effect at time of delivery".

e. States a price but qualifies it as being subject to "price in effect at time of delivery".

f. Takes exceptions to the invitation for bids terms and conditions.

g. Inserts the bidder's terms and conditions.

(6) Limits the rights of the Owner under any contract/invitation for bid clause.

7. Estimated Quantities

The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.

8. Number of Copies

Bidder shall submit through Bonfire, one (1) copy of its bid, and if applicable, one (1) original copy of the Bid Bond as defined under Items 1.f. and 10.

9. Identification of Bid

Sealed Bids must be filed through Bonfire with the Purchasing Director, City of Brownsville, prior to the time and date set for the bid opening. Bids received after the bid opening time will not be considered regardless of any delays, regardless of any cause.

Bid and changes there to shall be addressed through Bonfire to Mr. Damian Espinoza, Purchasing Director, at the City of Brownsville Purchasing & Contract Services Department (956) 548-6087.

10. Bid Bond Requirements

A Bid Bond is required in the amount of five (5) % of the amount bid when (1) the total amount of your accumulative bid is more than $20,000 or (2) is required elsewhere in this solicitation. This Bid Bond must meet the conditions specified under Item 19 Bond Requirements and shall be submitted using the form in Division 2 of this solicitation.

11. Preparation of Bid Offer

h. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.

b. The bidder certifies that it has checked all of its figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.

c. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.

d. The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.

e. The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

i. By submitting a bid, the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid.

j. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total.

Bidder's Initials_____

12. Basis of Award

The Owner intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Owner, cost or price and other factors considered.

a. In addition to other factors, bid offers will be evaluated on the basis of advantages and disadvantages to the Owner that might result from offers received.

b. The Owner reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.

c. Total bid will be evaluated and awarded as follows: It is the Owner's intent to award this bid based on the **TOTAL BASE BID FOR ALL AWARDED SCHEDULES, split awards will not be made.**

d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based on the received total bid amount for the schedules and/or Bid Alternates (based on unit prices and estimated quantities) and available funding. The project award will be based on the low bid sum of the Federally Eligible Schedules and Bid Alternates awarded by the Owner. Not all Schedules and/or Bid Alternates may be awarded. A combination of Schedules and Bid Alternates may be awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates does not necessarily indicate the order of award. The project award is contingent on the availability of funding.

13. Period of Acceptance

The bidder agrees that its bid offer shall remain open for acceptance by the Owner for a period of 120 calendar days from and including the date specified in the solicitation for receipt of bids.

14. Contract Award

The signature of the bidder indicates that within thirty (30) calendar days from acceptance of its bid offer it will execute a contract with the Owner and furnish a project specific Certificate of Insurance, furnish Performance and Payment Bonds and any other documents required by the Contract Documents.

15. Notice to Proceed

Work may not start under any awarded contract until a written Notice to Proceed is issued by the Owner. The Owner may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with Item 19 below.

Although the acceptance period allows for the project to be awarded within 120 calendar days from the date specified in the solicitation for receipt of bids, construction for this project is expected to take place during the Fall 2023 Construction Season.

16. Amendments to the Solicitation

a. If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.

b. Bidders shall acknowledge receipt of any addendum to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offer, or (3) by letter or facsimile.

c. Acknowledged addendums must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgement with returned bids.

17. Explanations to Prospective Bidders

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing by May 25, 2023 to allow a reply to reach all prospective bidders before the time for submission of bids. Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an addendum to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

18. Questions and Other Requests for Information

For all questions or requests, please direct to:

City of Brownsville, Texas
1001 E. Elizabeth St.
Brownsville, TX 78520
Phone: (956) 548-6092

Attention: Damian Espinoza (Damian.Espinoza@brownsvilletx.gov)

19. Bond Requirements

a. Bid (offer) Bond

(1) The bidder is required to furnish a Bid Bond in the form of certified check, cashier's check, irrevocable letter of credit, or surety Bid Bond acceptable to the Contracting Officer in the sum equal to at least 5% of the total amount of the Proposal payable without condition to City of Brownsville, if: (1) the total amount of your accumulative bid is more than $20,000 or (2) is required elsewhere in this solicitation.

(2) The Bid Bond shall guarantee that the bid will not be withdrawn or modified after the time set for the receipt of bid offers, and if accepted, that the person, firm or corporation submitting same shall within thirty (30) calendar days after being notified of the acceptance of its bid offer, enter into a contract and shall, within said time, furnish the required bonds and all insurance certificates called for under this invitation for bid.

(3) The Bid Bonds of all bidders, except for the two lowest bidders, will be returned to the respective bidders only in the event a self-addressed, stamped envelope is provided along with a written request from the contractor that their Bid Bond be return. However, if a certified check or a cashier's check is submitted in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.

(4) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check, irrevocable letter of credit, or surety Bid Bond will be forfeited in full to the Owner.

b. Performance, Labor and Materials Payment, and Maintenance Bonds

Bonds shall:

(1) Be for the full amount of the contract price;

(2) Guarantee the Contractor's faithful performance of the work under this contract, and the prompt and full payment for all labor and materials involved therein;

(3) Guarantee protection to the Owner against liens of any kind;

Bidder's Initials_____

(4) Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Texas and shall be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.

(5) Be issued from a surety company that is acceptable to the Owner; and

(6) Be submitted using the forms in Division 3 of this solicitation.

20. Specifications and Drawings

Upon award of the contract, the Owner will be responsible for furnishing the selected contractor a minimum of five (5) sets of both the specifications and drawings. The Contractor will be required to purchase additional half size sets for $125.00 as desired.

21. Type of Contract

It is the intent of this Invitation for Bids to award a firm fixed unit price contract based on the unit prices and estimated quantities offered by the lowest responsive and responsible bidder. Contract unit prices shall remain firm and fixed throughout the contract performance period. Actual quantities used in the work will be used to determine contractor payments and final project cost.

22. Bid Results

Once the Sponsor has had the opportunity to thoroughly evaluate the bids, the Bid Tabulation Summary will be posted on our website: bid.jviation.com.

Bid result tabulations will also be emailed upon request. To request a fax or email of the bid tabulation, call (303) 524-3030.

23. Terms, Conditions and Special Provisions

Bidders are advised to pay special attention to the General and Special Provisions of the Contract Documents. These sections may contain requirements that will have an impact on all potential bidders, such as Federal Provisions, Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

24. Non-Appropriation Clause.

Notwithstanding any provisions of this agreement, the parties agree that the services are payable by the city from appropriations, grants, and monies from the General Fund and other resources. In the event sufficient appropriation, grants, and monies are not made available to the City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of the City. In such event, the City Manager shall certify to the Contractor that sufficient funds have not been made available to the City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

25. Indemnification.

Bidder covenants and agrees to FULLY IDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to BIDDER's activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representative while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING AND DEFENSES OF THE PARTIES UNDER TEXAS LAW INCLUDING BUT NOT LIMITED TO THE LIMITATION OF LIABILITY CONTAINED IN TEXAS LOCAL GOVERNMENT CODE SEC. 101.023.

The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's

Bidder's Initials_____

cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

25. Audit

The City of Brownsville reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The City of Brownsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advanced notice, to audit, to examine, and to make a copy of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

26. Force Majeure

Neither the Contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

27. Applicable Laws

This Bid shall be governed by the laws of the State of Texas and the courts thereof. The parties further stipulate that this Bid was entered in Cameron County, Texas and that proper venue lies exclusively with the District and County Courts of Cameron County, Texas.

28. Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by City of Brownsville Purchasing & Contract Services Department.

29. Restrictions on Lobbying Activity

A. <u>Prohibited Contacts During Contract Evaluation</u>

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract will be done in accordance with procedures incorporated into the

solicitation document. Violation of the provision by Contractor's, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/Contractor May Not Place City Officials Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist of Vendor/Contractor.

C. False Statement

A Lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A Lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's content.

E. Improper Influence

A Lobbyist or the vendor/contactor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A Lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any official.

30. Disclosures and Requirements for City Vendors/Contractors

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the City. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's contractor's agent is prohibited from lobbying activities with city official, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provisions by respondents or their agents, including lobbyists, may lead to disqualification of respondent's offer. There is a parallel no-contract provision for lobbyists and their agents.

B. <u>The City's Discretionary Contracts Disclosure Form</u>

When seeking a discretionary[1][2] city contract, the contractor must submit a form disclosing:

- The identity of all parties to the contract;
- Subcontractors;
- Partners, parent of subsidiary entities of any party to the contract;
- Any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions totaling more than $100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- Any current or former member of City Commission, including the Mayor;
- Any candidate for City Commission, including the Mayor;
- Any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.
Indirect contributions do not include contributions by owners of a business entity who hold less 5% if the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

[1] City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

[2] "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgement or choice.

[3] Political contributions include both campaign and office holder contributions.

4 "High Profile" – A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.

C. Chapter 176 of the Local Government Code

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

1) Begins contract discussion or negotiations; or
2) Submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

D. Political Contribution Prohibition

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "High-Profile" is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

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CONTRACT PROPOSAL

TO: Brownsville South Padre Island International Airport
Brownsville, Texas

1. The undersigned hereby certifies that they have examined the form of contract, plans and specifications and other associated Contract Documents for the improvement of Brownsville South Padre Island International Airport, Project No. 3-48-0031-058-2023. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his or her expense, all labor , insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated Contract Documents.

2. The undersigned acknowledges that the Contract Documents consist of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and referenced documents.

3. The undersigned, in compliance with your Invitation for Bids dated July 13, 2023, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the following unit rates and prices:

Bid Spreadsheet begins on page 2-57.

TOTAL BID (Base Bid based on unit prices and estimated quantities) _____

_____

TOTAL BID IN WORDS _____

_____

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. Final project payments will be made on actual quantities and unit prices.

5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned

certifies that he/she has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

6. The undersigned prime contractor, if not a certified DBE, hereby assures that they will make sufficient and reasonable efforts to meet the DBE goals, that they will subcontract 2.1 % of the dollar value of the prime contract to DBE firms, and that they will include the DBE clauses required by the sponsor's DBE Program in all subcontracts which offer subcontracting opportunities. The undersigned will complete and submit with the bid the attached DBE Participation Form. If unable to meet the project goal, the undersigned shall submit a demonstration of good faith effort in accordance with Special Provisions, Part B, Section 3.3 of the Contract Documents.

7. The undersigned agree upon written notice of the acceptance of this bid, that within thirty (30) days after the award, that he/she will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bonds on attached forms.

8. The undersigned further agrees that if awarded the contract, he/she will commence the work within ten (10) calendar days after the receipt of a Notice to Proceed and that he/she will complete the work within 16 calendar day(s). An extension of time may be allowed when extra or additional work is ordered by the engineer. Liquidated damages in the amount of $1,000.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of calendar day(s) allowed in this paragraph. In addition, up to $1,730.00/calendar day(s) for the construction manager plus up to $1,390.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

9. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check or Bid Bond in the amount of _____dollars ($_____) which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Brownsville South Padre Island International Airport, Brownsville, Texas, as liquidated damages.

10. By entering into this contract, the Contractor certifies that neither it (nor he/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).

11. 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).

12. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, or corporation. That no member of the council, officer or agent of City of Brownsville, is directly or indirectly financially interested in this bid.

13. The undersigned acknowledges receipt of the following Addendums:

Addendum No._____	Date Received _____
Addendum No._____	Date Received _____
Addendum No._____	Date Received _____
Addendum No._____	Date Received _____
Addendum No._____	Date Received _____

SIGNATURE OF BIDDER:

By _____
Name and Title of Authorized Agent

_____
Name of Company

_____
Address of Company

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ _____ as Principal, hereinafter called Contractor, and _____, licensed to do business as such in the State of Texas, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto City of Brownsville, Texas, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

The Contractor has submitted to the Obligee, a contract bid dated the _____ day of _____ for the following contract:

_____

_____

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor bid is accepted by the Obligee and the Contractor is awarded the contract in whole or in part, the Contractor shall enter into the Contract with the Obligee in accordance with the terms of such bid, give such Payment and Performance Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of failure of the Contractor to enter such Contract and give such bond or bonds, if the Contractor shall promptly pay the Obligee the amount of this bond as set forth herein above, then the obligation shall be null and void, otherwise this obligation will remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument, the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

c. Individual, partnership or joint venture _____

(Signature of sole proprietor or general partner)

B. Corporation _____

Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

CONTRACTOR INFORMATION

1. Name of Bidder/Contractor: _____

2. Type of Business Entity: _____

NOTE: If bidder is **partnership** or **joint venture**, give full names of all partners or joint ventures. Bid must be signed by all Joint Ventures. If bidder is a **limited liability company**, bid must be signed by an authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

d. Address of Contractor:_____

_____

_____

4. Telephone: _____ Fax: _____

E-mail: _____

5. Established where and when: _____

6. Contractor's Banking Information: _____

_____

_____

7. Principal Officers of Contractor (managers and members if LLC):

Name: _____ Name: _____

Title: _____ Title: _____

Name: _____ Name: _____

Title: _____ Title: _____

Name: _____ Name: _____

Title: _____ Title: _____

8. Bidder's/Contractor's state of incorporation (state of organization if an LLC or Partnership):

---

e. Bidder's Surety: _____

f. Surety's State of Incorporation: _____

11. Name and Address of person to receive payment _____

_____

_____

12. If the Bidder/Contractor is a Joint Venture, it shall attach a certified copy of the Joint Venture Agreement. The Joint Venture Agreement will not be included as part of the Contract Documents.

13. The Bidder/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the work:

_____

_____

_____

_____

_____

Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville

BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The bidder shall provide information on all subcontractors/material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in Yes	No	State	Contractors License #	Class	Certified DBE Yes	No	Certification Number	Bid Amount	Date Firm Established	*GRS

***GRS – Annual Gross Receipts**

Enter 1 for less than $1 million

Enter 2 for more than $1 million but less than $5 million

Enter 3 for more than $5 million but less than $10 million

Enter 4 for more than $10 million but less than $15 million

Bidder's Initials_____

Enter 5 for more than $15 million

AUTHORIZED CONTACT FORM

This IFB/RFP/SOQ has been issued by the City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its contents, and all issues concerning it.

All communication regarding this IFFB/RFB/SOQ shall be directed to an authorized representative of the City Purchasing & Contract Service Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Director or Assistant Director. Violation of this clause, by the vendor having authorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the Cwhichty has awarded a purchase order or contract to a vendor or vendors.

Signature:_____ Title: _____

Company: _____ Date: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public: _____

May Appointment Expires: _____

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GENERAL INFORMATION REQUIRED FOR ALL BIDDERS

The undersigned agrees, it this bid is accepted, to furnish any and all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of acceptance of this Bid Proposal will be **120 calendar** days unless a different period is noted by the bidder.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

Date: _____

Company Name: _____

Authorized Representative: _____

Title: _____

Address: _____

City, State, Zip: _____

Telephone No: _____ Fax No: _____

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Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

CERTIFICATE OF INTERESTED PARTIES HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which section added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties Form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The complete Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Follow the hyperlink below to submit electronic filing application Form 1295 **(Must be submitted with bid/proposal package to be considered by the City of Brownsville). The Purchasing/Contracting Department requires "CERTIFIATE OF INTERESTED PARTIES FROM 1295" from your firm in order to be considered as per Government Code Section 2252.908.**

HTTPS:WWW.ETHICS.STATE.TX.US/FILE/

Acknowledged By,

Name of Bidder: _____

Signature: _____

Print: _____

Date: _____

Note: This page must be filled in and submitted with the sealed bid/proposal as an acknowledgement of bid/proposal document requirements by the City of Brownsville.

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CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

Must file online at www.ethics.state.tx.us/File

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Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

CITY OF BROWNSVILLE DISCLOSURE OF INTERESTS

Note: This form must be filled in and submitted with the sealed bid/proposal.

City of Brownsville, Texas requires all persons of firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

Date: _____

Firm Name: _____

Address: _____

Firm is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( )
5. Other ( ) _____

Disclosure Questions

If additional space is necessary, please use the reverse side of this page or attach a separate sheet.

1. State the names of each "employee" of the City of Brownsville having "ownership constituting 10% or more of the voting stock or shares of the business entity or ownership of $2,500 or more of the fair market value of the business entity or employed by the above named "firm".

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm".

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm".

Name	Title	Department

Certificate

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person (Print): _____ Title: _____

Signature of Certifying Person: _____ Date: _____

Definitions:

The following definitions of terms should be used in answering the questions set forth.

a. Board Member – A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.

Employee – Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
b.

Firm – Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
c.

Official – The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.

d.

e. Ownership Interest – Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.

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CITY OF BROWNSVILLE NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by the City of Brownsville. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with the City of Brownsville for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the City of Brownsville that Bidder has not been offered, conferred or agree to confer and pecuniary benefit, as defined by 1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the City of Brownsville concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer and pecuniary benefit or other thing of value to any officer, trustee, agent or member of the City of Brownsville in return the for the person having exercised the person's official discretion, power of duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of the City of Brownsville in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____

Company Name: _____

Signature: _____

Title: _____

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AWARD OF CONTRACT

1. If the competitive sealed bidding requirement applies to the contract for good or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

   In determining the best value for the municipality, the municipality may consider:

2.

   a. The purchase price;
   b. The reputation of the bidder and the bidder's goods or services;
   c. The quality of the bidder's goods or services
   d. The extent to which the goods or services meet the municipalities needs;
   e. The bidder's past relationship with the municipality;
   f. The impact on the ability of the municipality to comply with laws and rules to contracting historically underutilized businesses and nonprofit organizations employing persons with disabilities;
   g. The long-term cost to the municipality to acquire the bidder's goods or services; and
   h. Any relevant criteria specifically listed in the request for bids or proposals.

3. Before awarding a contract under this section, a municipality must indicate the bid specification and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

   The contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:

4.

   a. Highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
   b. Buildings or structures that are incidental to project that are primarily civil engineering construction projects.

5. If the competitive sealed bidding requirements applies to the contract for construction of a facility, as that term is defined by Section 271.111, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Subchapter H, Chapter 271.

   The governing body may reject an all bids.

6.

Bidder's Initials_____

A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

7.

If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

8.

This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code.

9.

Acts 1987, 70th Leg., ch. 149, Sec 1, eff Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4 eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Submitted,

Name of Bidder: _____

Signature: _____

Print: _____

Date: _____

DISADVANTAGED BUSINESS UTILIZATION COMMITMENT

_____ The bidder agrees to expend at least _____% DBE utilization on this project.

_____ The bidder (if unable to meet the goal of _____ % DBE) is committed to a minimum of _____% DBE utilization on this project and has submitted documentation showing good faith effort.

NOTE: Failure to submit a "Good Faith Effort" at the time of the Bid opening may result in the bid being considered as non-responsive.

For the purposes of this commitment, the term "Disadvantaged Business Enterprise" shall mean a business:

b. Which is at least 51 % owned by one or more minorities or women, or in the case of a publicly owned business, at least 51 % of the stock of which is owned by one or more minorities or women; and

Whose management and daily business operations are controlled by one or more such individuals.

c.

"Disadvantaged Group Member" or "Disadvantaged" means a person who is a citizen or lawful, permanent resident of the United States, and who is:

a. Black (a person having origins in any of the black racial groups of Africa);

Hispanic (a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

b.

Asian American (a person having origins in any of the original peoples of the Far East, Southeast Africa, the Indian subcontinent, or the Pacific Islands);

c.

American Indian or Alaskan Native (a person having origins in any of the original peoples of North America);

d.

Member of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as Amended 15 U.S.C. 637 (a);

e.

A female person who requests to be considered as a DBE, and who "owns" and "controls" a business as defined herein.

f.

Disadvantaged Business Enterprises may be employed as contractors, subcontractors, or suppliers.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

DBE PARTICIPATION FORM

The undersigned, hereby assures that he/she will ensure DBE participation for the amount(s) shown, if awarded a contract for this project in the amount of $: _____.

All eligible DBE firms must be certified by the Texas Department of Transportation prior to bid opening.

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black ☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

	$ Amount		$ DBE Credit Participation	% DBE
DBE Prime Contractor	$		$	%
DBE Subcontractor	$		$	%
DBE Supplier *	$	x 0.60	$	%
DBE Manufacturer	$		$	%
Total Amount DBE			$	%
DBE Goal			$	%

* Only 60% credit allowed for DBE suppliers

If the total DBE participation shown is less than the DBE goal required by the specifications, you must attach documentation of your good faith efforts to achieve the goal.

The bidder agrees to certify that the disadvantaged firm(s) engaged to provide materials or services in the completion of this project:

a. is a bona fide Disadvantaged Business Enterprise, and;

has executed a binding contract to provide specific materials or services for a specific dollar amount.

b.

The bidder will provide written notice to City of Brownsville indicating the Disadvantaged Business Enterprise(s) it intends to use in conjunction with this contract. This written notice is to be submitted with the bid proposal. Certification that the Disadvantaged Business Enterprise(s) has executed a binding contract with the bidder for materials or services should be provided to City of Brownsville. Breach of this commitment constitutes a breach of the bidder's contract if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to this commitment.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

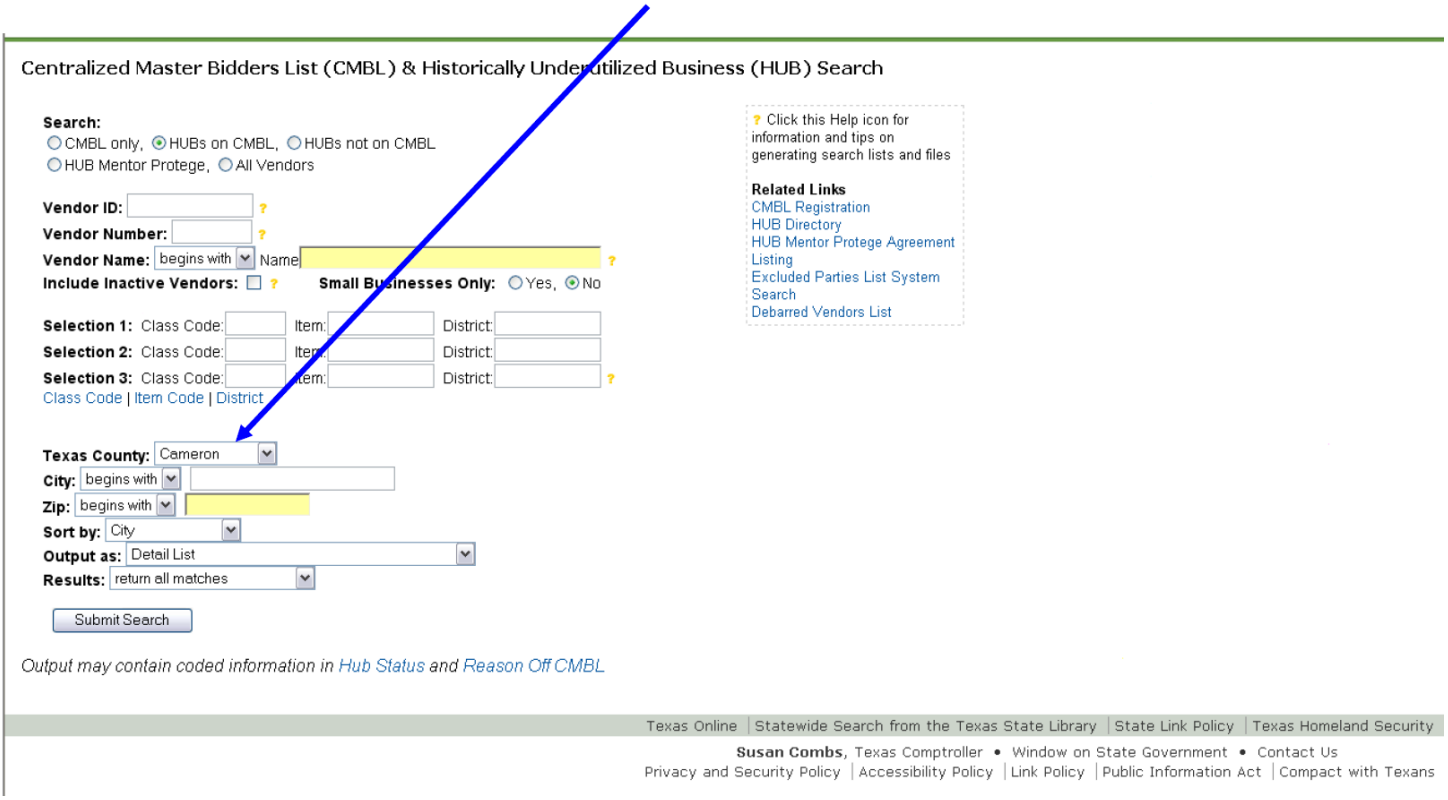
Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

HISTORICALLY UNDERUTILIZED BUSINESS SUBMITTAL REQUIREMENTS

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

http://www.window.state.tx.us/procurement//cmbl/cmblhub.html



Bidder's Initials_____

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EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Each bidder shall complete and sign the Equal Employment Opportunity Report Statement. A bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the bidder fails to provide the fully executed statement or fails to furnish the required data. The bidder shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the Federal Aviation Administration (FAA), the Owner, or the Executive Vice Chairman of the President's Committee may require.

The bidder shall furnish similar statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by each subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

As Required in 41 CFR 60-1.7(b)

The bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of the bid:

1. The bidder has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive order 11246, as amended.

3. The bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The bidder does ___ does not ___ employ fifty or more employees.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____

Signature of Authorized Agent

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BUY AMERICA CERTIFICATION

(Title 49 U.S.C. Section 50101)

Project name: Seal Coat Runway 13-31
Airport name: Brownsville South Padre Island International Airport
AIP number: 3-48-0031-058-2023

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101–- Buying goods produced in the United States

(a) Preference.–- The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 4810which), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiv–r. - The Secretary may waive subsection (a) of this section if the Secretary finds t–at -

(1) Applying subsection (a) would be inconsistent with the public interest;

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[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.

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this ti–le -

A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25%.

(c) Labor Cos–s. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

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 the 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 (Nonavailabili–y) - 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 Cos–s) - 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

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BUY AMERICA WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components and subcomponents in the facility or equipment are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing the following Content Percentage Calculation Worksheet. The Bidder must submit the content percentage calculation worksheet as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product. Final assembly location is the location where the equipment is assembled, not the project site itself.
5. All steel used in the "Equipment" must be produced in the United States.

Bidder's Initials_____

6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Content Percentage Calculation Worksheet is not necessary for equipment listed on the FAA national listing:

http://www.faa.gov/airports/aip/buy_american/

   Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the Nationwide Buy American conformance list.

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

FAA Buy American Preference Construction Project Content Percentage Worksheet

Airport Sponsor: Date:

Airport Worksite:

Worksite LOCID:

Project Description:

Total material cost:
U.S. Content: %
Non-U.S. Content: %

Project Material Structure List (Bill of Materials)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials	For FAA Use Only
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials	For FAA Use Only
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
		SUBTOTAL			

TOTAL MATERIAL COST:
U.S. Content: %
Non-U.S. Content: %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Title:

FAA Form 5100-143 (8/20) Page 2 of 2

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U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

-- CONFIDENTIAL –
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Date:

FAA Eligible Item: FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
   a. Describe the final assembly process and its various operations.
   b. How long does the final assembly process take to complete?
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
   a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
   b. What type of equipment is used during the final assembly process?
   c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Submit by Email

FAA Form 5100-137 (8/20) SUPERSEDES PREVIOUS EDITION

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BUY AMERICA CONFORMANCE LISTING

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/

  Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance li

- st.

Equipment Type	Name of Manufacturer	Product Number

Certification Signature:
Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, is on the current National Buy America Conformance list as established at:
http://www.faa.gov/airports/aip/buy_american/

I hereby certify the above information is accurate and complete.

_____ _____
Bi'der's Firm Name *Date*

_____
Signature

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 U.S.C. § 3559.

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

SOURCE
Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

Bidder's Initials_____

DOT Order 420–.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

Qualifications shall be furnished as described in Division 4, Section 20, with the bid proposal.

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CERTIFICATION FORM

1. **Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBE's)**

   The bidder certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 US DOT – approved Disadvantaged Business Enterprise (DBE) Program are in this contract by reference.

2. **Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

   The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily from participation in this transaction by any Federal department or agency.

3. **Certification Regarding Restriction on Lobbying**

   The bidder certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Signature: _____ Title: _____

Company: _____ Date: _____

State of_____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Appointment Expires: _____

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BID PROPOSAL SUMMARY

Bidder Name: _____

SCHEDULE I TOTAL $ _____

TOTAL ALL SCHEDULES $ _____

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Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-105a	Mobilization	at the unit price of:_____dollars and_____cents.	LS	1	$	$
P-101a	Crack Seal	at the unit price of:_____dollars and_____cents.	LF	25,000	$	$
P-101b	Rubber Removal	at the unit price of:_____dollars and_____cents.	SY	7,000	$	$
P-608-Ra	Asphalt Surface Treatment	at the unit price of:_____dollars and_____cents.	SY	135,000	$	$
P-620a	Permanent Paint Markings	at the unit price of:_____dollars and_____cents.	SF	161,000	$	$
P-620b	Temporary Paint Markings	at the unit price of:_____dollars and_____cents.	SF	4,625	$	$
					SCHEDULE I TOTAL	$ _____

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CONTRACT AGREEMENT

Brownsville South Padre Island International Airport
Brownsville, Texas
AIP PROJECT NO. 3-48-0031-058-2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between City of Brownsville, Party of the First Part, hereinafter referred to as the "Owner", and _____, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including _____ _____ and other incidental work at the Brownsville South Padre Island International Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract

as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 16 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $1,000.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to $1,730.00/calendar day(s) for the construction manager plus up to $1,390.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Airport Board in compliance with the City of Brownsville. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-48-0031-058-2023 thereof to be_____ _____ ($_____).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part	OWNER, Party of the First Part
_____	_____
-	
By: _____	By: _____
_____	_____
(Office or Position of Signer)	(Office or Position of Signer)
(SEAL)	(SEAL)
ATTEST: _____	ATTEST: _____
_____	_____
(Office or Position of Signer)	(Office or Position of Signer)

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CONTRACT CLAUSE

New Restrictions on Lobbying - This contract, subcontract, or subcontract is subject to Section 319 of Public Law 101-212, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or sub grant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold – This Contract Clause regarding lobbying must be included in each application for a sub grant and in each bid for a contract of subcontract exceeding $100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure – Each applicant/recipient of a subgrant and each bidder/applicant/recipient of a contract or subcontract exceeding $100,000 of federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement – Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provisions of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure of that materially affects the accuracy of the information contained in any disclosure from previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations - Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking and exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

Bidder's Initials_____

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

Reference: 49 CFR Part 20, Appendix A; 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J)

( ) No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

Bidder's Initials_____

( ) Attached is Standard Form LLL, "Disclosure for Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this day of _____, 2018

Name: _____ Title: _____

Signature: _____

CERTIFICATION REGARDING LOBBYING

Lower Tier Covered Transactions – Form CD-512 (Rev 12-04) U.S. Department of Commerce

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING – As required by Section 1352, Title 31 of the US Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Section 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of and 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.

i. 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, and officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, US 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance – The undersigned states, to the best of his or knowledge and belief, that: In any 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 commitment providing for the United States to insure or

Bidder's Initials_____

guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with this instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required statement shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the application, I hereby certify that the applicant will comply with the above applicable certification.

Name of Applicant: _____

Award Number and/or Project Name: _____

Printed Name and Title of Authorized: _____

Representative Signature: _____

Date: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative: that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon: and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance terms, conditions and provisions thereof.

Name: _____

Signature: _____

Date: _____

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AFFIDAVIT OF BILLS PAID

State of Texas

Cameron County of Texas

BEFORE ME, the undersigned authority, on this day personally appeared _____ Party to that certain Contract entered into on the _____ day of _____, 20___, between _____ and _____ for the erection, construction and completion of certain improvements and/or additions upon the following described premises, to with: _____ Said party being by me duly sworn states upon oath that said improvement have been erected and completed in full compliance with the above referred Contract and the agreed Plans and Specifications therefore.

Deponent futher states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that is in reliance upon the truthfulness of the statements contained herein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by _____, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold _____ safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

By: _____

Subscribed and sworn to before me, the undersigned authority, on this ____ day of _____, 20___.

_____
Notary Public in and for Cameron County, Texas

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Texas, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto City of Brownsville, Brownsville, Texas, as Obligee, and hereinafter called Owner, in the penal sum of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with City of Brownsville for Seal Coat Runway 13-31, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Texas, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold City of Brownsville harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Texas state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed

and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Cameron, Texas, or in the United States District Court for the District of Texas.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ _____ as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Texas, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto City of Brownsville, Brownsville, Texas, as Obligee, hereinafter called Owner, in the penal sum of _____

Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with City of Brownsville for Seal Coat Runway 13-31, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner , and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto,

disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Cameron, Texas, or in the United States District Court for the District of Texas.
WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

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Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

NOTICE OF AWARD

DATE: _____

TO: _____

_____

_____

City of Brownsville, having considered the Contract Proposals submitted for improvements to the Brownsville South Padre Island International Airport, AIP Project No. 3-48-0031-058-2023, and it appearing that your Contract Proposal of _____
_____ Dollars ($_____)
for Seal Coat Runway 13-31 is fair, equitable and in the best interest of the City of Brownsville and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

City of Brownsville
Brownsville, Texas

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

Bidder's Initials_____

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NOTICE TO PROCEED

TO: _____ DATE: _____

_____

_____

You are hereby authorized to proceed on this date, _____ with the improvements to the Brownsville South Padre Island International Airport, AIP Project No. 3-48-0031-058-2023, for Seal Coat Runway 13-31, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

City of Brownsville
Brownsville, Texas

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

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NOTICE OF CONTRACTOR'S SETTLEMENT

County of Cameron
State of Texas

Notice is hereby given that on or after the _____ day of _____, 20 _____, final settlement will be made by City of Brownsville, for and on account of the contract of said:

_____
Company

for the furnishing and installation of Improvements to the Brownsville South Padre Island International Airport, Schedule(s)_____, AIP Project No. 3-48-0031-058-2023 and any person, co-partnership, association or corporation who has an unpaid lien against said _____ for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said work, may at any time up to and including said time of final settlement on said _____day of _____, 20_____, file a verified statement in the amount due and unpaid on account of such claim with City of Brownsville.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

City of Brownsville
State of Texas

First Publication: _____

Second Publication: _____

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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

Paragraph Number	Term	Definition
		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.
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).

Paragraph Number	Term	Definition
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.
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.

Paragraph Number	Term	Definition
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.
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

Paragraph Number	Term	Definition
		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 City of Brownsville.
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.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make

Paragraph Number	Term	Definition
		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.

Paragraph Number	Term	Definition
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the 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.

END OF SECTION 10

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BID # SCR-92-0723

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The advertisement can be found on Division 1-1. This project has been advertised on the following dates:

Bonfire: June 18, 2023, and June 25, 2023

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

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

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. May 17, 2023 at 2:00 P.M. Central Time, in the Airport Conference Room at the Brownsville South Padre Island International Airport, 700 Melia Earhart Drive.

Bidder's Initials_____

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.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an

agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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

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

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

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

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

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

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

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

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

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

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

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

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

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

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

END OF SECTION 20

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SECTION 30
AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *IRREGULAR PROPOSALS*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *DISQUALIFICATION OF BIDDERS*.

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

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made 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.

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

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *CONSIDERATION OF PROPOSALS*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS*.

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

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

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

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

END OF SECTION 30

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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

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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

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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 Division 5 for the Project Special Provisions.

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

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

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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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 format approved by the RPR.

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.

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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.

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

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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 legible, hand written copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an electronic spreadsheet file, 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.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

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/RPR 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

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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:

Owner (Utility or Other Facility)	Location (See Plan Sheet No.)	Person to Contact (Name, Title, Address and Phone)
NA	NA	NA

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

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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 on sheet(s) G006 to G010 of the 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.

Phase or Description	Required Date or Sequence of Owner's Beneficial Occupancy	Work Shown on Plan Sheet
Refer to the Phasing Plans of the Construction Drawings.		

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.

Utility Service or Facility	Person to Contact (Name, Title, Address, & Phone)	Owner's Emergency Contact (Phone)
NA	NA	NA

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.

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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

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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. The Contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded to:

City of Brownsville
Purchasing/Contracting Division
City Hall 1001 E. Elizabeth St. 1st Floor, Suite No. 101
P.O. Box 911
Brownsville, Texas 78520
Attention: Mr. Damian Espinoza, Purchasing/Contracting Manager
RBB No: SCR-92-0723

A. The Contractor shall furnish and keep in full force during the term of this contract the following insurance;

1. Workers Compensation Insurance
   Amount: Statutory

2. Comprehensive General Liability Insurance
   Amount: $500,000 Each Occurrence
   $1,000,000 General Aggregate

3. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
   Amount: $500,000 Combined Single Limit

B. The premiums to be expanded for all of the above enumerated policies of insurance shall be paid by the Contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the Contractor for the City of Brownsville.

D. All of the aforementioned policies and certificates of insurance should be issued immediately after the Contractor receives notification of award. It should be clearly understood that the Contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must **clearly**

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indicate that they will remain in force for a period of at least twelve (12) months from inception date.

A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.

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 50% percent of the total contract cost.

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

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

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

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

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

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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:

AOA	Time Periods for Closure	Type of Communications Required	Control Authority
Refer to the Safety Plan of the Construction Drawings			Airport Supervisor

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. 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 number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

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

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Schedule I	$1,000.00/calendar day(s)	16 Calendar Days

The maximum construction time allowed for Schedule I will be the sum of the time allowed for individual schedules but not more than 16 days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract. Each morning the Contractor shall have Runway 13/31 operational at 5:45 a.m. should the runway not open at 5:45 a.m., the Contractor shall be assessed liquidated damages of $250.00 for every 15 minutes that it is not open, until it is open.

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

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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.

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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

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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 km) 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.

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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	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. 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.

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Term	Description
	In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. 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. 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.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or

material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

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

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

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

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

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

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

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

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed

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to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor.

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

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

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

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

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

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

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

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

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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.

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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.

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

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

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

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

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and

(3) Enforce all warranties for the benefit of the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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PART 2 - GENERAL CONSTRUCTION ITEMS

ITEM C-100
CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-01 GENERAL. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the Contractor as specified in the specifications.

100-02 DESCRIPTION OF PROGRAM.

a. **General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

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b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract

100-03 CQCP ORGANIZATION. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

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The QC organization shall, as a minimum, consist of the following personnel:

a. **Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. **QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.
(3) Performance of tests for the RPR when required by the technical specifications.

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Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. **Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *EXECUTION AND PROGRESS*.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that

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all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-07 CONTRACTOR QC TESTING FACILITY.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-08 QC TESTING PLAN. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

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e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-09 DOCUMENTATION. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description

(2) Compliance with approved submittals

(3) Proper storage of materials and equipment

(4) Proper operation of all equipment

(5) Adherence to plans and technical specifications

(6) Summary of any necessary corrective actions

(7) Safety inspection.

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. **Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation

(3) Location

(4) Date of test

(5) Control requirements

(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 CORRECTIVE ACTION REQUIREMENTS. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 INSPECTION AND/OR OBSERVATIONS BY THE RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 NONCOMPLIANCE.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Not Used

BASIS OF PAYMENT

100-14 Payment will be made under: Not used, shall be considered incidental to the whole of the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

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BID # SCR-92-0723

ITEM C-105
MOBILIZATION

105-1 DESCRIPTION. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 MOBILIZATION LIMIT. Mobilization shall be limited to 10 percent of the total project cost.

105-3 POSTED NOTICES. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 ENGINEER/RPR FIELD OFFICE. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105a Mobilization – per lump sum

REFERENCES

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The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

BID # SCR-92-0723

SPECIAL PROVISIONS

Part A – Federal Requirements

1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES

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:

1.1(a) 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.

1.1(b) 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.

1.1(c) 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.

1.1(d) 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.

1.1(e) Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the nondiscrimination 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:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.1(f) Incorporation of Provisions. The Contractor will include the provisions of paragraphs 1.1(a) through 1.1(f) 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.

1.2 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);

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- 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).

References: 49 CFR § 47123; FAA Order 1400.11

2. GENERAL CIVIL RIGHTS PROVISIONS

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

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

References: 49 USC § 47123

3. 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:

3.1 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.

1.2 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.

1.3 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.

Reference: 49 CFR Part 20, Appendix A; 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(I)

4. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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.

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References: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

5. DISADVANTAGED BUSINESS ENTERPRISES

5.1 Contract Assurance (49 CFR §26.13) The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 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.

5.2 Prompt Payment (49 CFR §26.29) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Brownsville South Padre Island International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Brownsville South Padre Island International Airport. This clause applies to both DBE and non-DBE subcontractors.

5.3 Termination of DBE Subcontracts (49 CFR § 26.53(f); The prime contractor must not terminate a DBE subcontractor listed in response to include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears (or an approved substitute DBE firm) without prior written consent of Brownsville South Padre Island International Airport. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Brownsville South Padre Island International Airport. Unless Brownsville South Padre Island International Airport consent is provided, the prime contractor

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shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Brownsville South Padre Island International Airport may provide such written consent only if the owner 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 the owner 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 the owner, 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 Brownsville South Padre Island International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Brownsville South Padre Island International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Brownsville South Padre Island International Airport 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.

Reference: 49 CFR Part 26

6. 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)].

Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216

7. 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.

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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 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.

Reference: 2 CFR § 200 Appendix II(A)

8. TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

c. 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:

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(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 in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

References: 49 CFR Part 30; 49 USC § 50104

9. 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 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

References: Title 49 U.S.C. 47112(c)

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10. DAVIS BACON REQUIREMENTS

10.1 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 determinations;

(2) The classification is utilized in the area by the construction industry; and

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(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

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set aside in a separate account assets for the meeting of obligations under the plan or program.

10.2 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.

10.3 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 (write in name of appropriate federal agency) 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 (write in name of agency). 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 *http://www.dol.gov/esa/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 (write in name of appropriate federal agency) 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 (write in name of agency), 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)(ii), 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.

10.4 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 who 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.

10.5 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.

10.6 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.

10.7 Contract Termination: Debarment. A breach of the contract clauses in paragraphs 11.1 through 11.10 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.

10.8 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.

10.9 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.

10.10 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).

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

Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

11. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS

EQUAL OPPORTUNITY CLAUSE

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

11.1 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 identity, 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.

11.2 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.

11.3 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.

11.4 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.

11.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

11.6 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.

11.7 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.

11.8 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

11.9. 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;

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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).

11.10. 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.

11.11. 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.

11.12. The Contractor shall implement the specific affirmative action standards provided in paragraphs 12.14a through 12.14p 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

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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.

11.13. 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.

11.14. 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.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented

in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or 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 12.8b 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 a 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

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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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11.16. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (12.14a through 12.14p). 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 12.14a through 12.14p 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.

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11.17. 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).

11.18. 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.

11.19. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11.20. 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.

11.21. 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 12.14 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.

11.22. 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.

11.23. 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.

References: Executive Order 11246; 41 CFR Part 60-1.4; 41 CFR Part 60-4.3; 2 CFR Part 200 Appendix II(C)

12. 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.

References: 41 CFR Part 60; 2 CFR Part 200, Appendix II(C)

13. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

13.1 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.

13.2 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: 71.0%

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Participation Goals for Minorities and Females

-Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and 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

13.3 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

13.4 As used in this notice and in the contract resulting from this solicitation, the "covered area" is Brownsville, Cameron County, in the State of Texas.

References: Executive Order 11246; 41 CFR Parts 60 – 4;

14. TERMINATION OF CONTRACT

14.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice

to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

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

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

14.2 TERMINATION FOR CAUSE (CONSTRUCTION)

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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.

References: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

15. DEBARMENT AND SUSPENSION

15.1 APPLICABILITY

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

15.2 CERTIFICATE 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.

15.3 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 Certificate 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.

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Reference Title 2 CFR Part 180 (Subpart B); CFR Part 200, Appendix II9H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

16. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

16.1 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 work week.

16.2 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 or any subcontractor responsible therefore 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.

16.3 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.

16.4 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.

References: 2 CFR § 200 Appendix II (E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

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17. 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.

References: 2 CFR §Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

18. BUY AMERICAN PREFERENCE

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

BABA defines construction materials, items that are or consists 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.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

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Propriety Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, before issuing a solicitation for bids or a request for proposal for a project. The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

> The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,3 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
>
> The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.
>
> The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic

[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.

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cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

18.1 Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

18.2 The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/.

Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

18.3 Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

Buy America Certification is included in Division 2 of these Contract Documents.

References: Title 49 U.S.C. § 50101

19. 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.

Reference: 2 CFR §Part 200 Appendix II(D), 29 CFR parts 3 & 5

20. 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.

Reference: 29 USC § 201, et seq.; 2 CFR § 200.430

21. 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.

Reference 20 CFR part 1910

22. 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), 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.

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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.

Reference Executive Order 13513, and DOT Order 3902.10

23. 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 of 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.

24. SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

25. 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.

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PART B - FAA REQUIREMENTS

1. AIRPORT IMPROVEMENT PROGRAM.

The work in this contract is included in Airport Improvement Program (AIP) Project Number 3-48-0031-058-2023 which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of a grant agreement between the Owner and the United States, under the Airport Improvement Act per Chapter 471 of Title 49 of the United States Code (U.S.C.), as amended by the airport, and the Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the associated project costs that are determined to be allowable under said Act. The Contractor shall note that the United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, make the United States a party to this contract.

2. DBE ADMINISTRATION

2.1 Eligibility of DBE's:

Those firms currently certified as DBE's by the Texas Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.

2.2 Counting DBE Participation Towards DBE Goals:

DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

a. Commercially Useful Function:

The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a

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subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.

b. Materials and Supplies:

The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:

(1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

(2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

(3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.

(4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

c. Owner-Operator Trucking:

The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

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d. Joint Venture:

When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

(1) Contract responsibility of the DBE for specific contract items of work,

(2) Capital participation by the DBE,

(3) Specific equipment to be provided by the DBE,

(4) Specific responsibilities of the DBE regarding control of the joint venture,

(5) Specific workers and skills to be provided by the DBE, and

(6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

3. DBE AWARD DOCUMENTATION AND PROCEDURE:

All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.

3.1 DBE Participation Form:

The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:

a. The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;

b. A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;

c. The dollar value of each of the DBE work items; and

d. If the DBE goal is not met, a statement of why the goal and a demonstration of the good faith efforts taken to meet the DBE goal.

3.2 Sponsor Evaluation:

In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

3.3 Good Faith Efforts:

If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

a. Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

b. Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

c. Efforts to negotiate with DBE's for specific items of work including:

(2) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;

(3) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;

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(4) Individual statements as to why agreements with DBE's were not reached; and

(5) Information on each DBE contacted but rejected and the reasons for the rejection.

d. Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

e. Documentation that qualified DBE's are not available or not interested.

f. Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

g. Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

a. The DBE was unable to provide adequate performance and/or payment bonds.

b. A reasonable DBE bid was rejected based on price.

c. The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.

d. Union versus non-union status of the DBE firm.

e. The prime contractor would normally perform all work included in this contract.

f. The prime contractor solicited DBE participation by mail only.

3.4 Post Award Compliance:

If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

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If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

3.5 Records and Reports:

The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

4. FAA INSPECTION/REVIEW.

The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

5. FAA.

The Contractor shall permit FAA personnel the right to enter the work site during the term of the contract for maintenance of existing navigation and communication facilities.

In the event that the proposed AIP work will impact existing FAA navigation and communication facilities, the Engineer will notify FAA one week in advance of construction activity in order to allow the FAA sufficient time to locate and mark existing field cables and to avoid an unscheduled facility outage. The Engineer shall coordinate with FAA concerning all operation and shutdown of all FAA navigational facilities during this construction project.

Any FAA equipment/cable that is damaged by the contractor shall be repaired as approved by FAA personnel. If FAA cables are anticipated to facilitate construction, the Contractor shall provide advance notice to FAA in order to mobilize an FAA technician to the site for observation of the splicing. Splicing and cable repair shall meet the FAA specifications and shall be accomplished to the satisfaction of FAA. All such work shall be performed by qualified workmen regularly engaged in cable repair & splicing. In the event the existing cable cannot be repaired to the satisfaction of FAA personnel, new cable of like kind shall be procured and installed by the Contractor.

6. OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G and the Construction Safety and Phasing Plan (CSPP) contained in Division 6 of this document. The CSPP conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit for approval, a Safety Plan Compliance Document (SPCD), prior to Notice to Proceed, that details how it proposes to comply with the requirements presented within the CSPP.

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PART C – AIRPORT REQUIREMENTS

1. HAUL ROADS:

The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water, when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the project, the Contractor shall be required to re-grade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor.

2. AIRPORT SECURITY:

The Contractor will be required to submit to the airport prior to the commencement of construction, evidence in the form of a certification letter that all of their employees who will have unescorted access to the AOA have been checked for employment, security, and criminal history for the last ten years. The letter will also certify that these employees meet all security regulations as required by the Sponsor's security program.

During the course of the construction operations, the Contractor will be allowed to utilize a maximum of two (2) airport access "Security Gates" as entrance to the construction site. This gate and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep this gate guarded and closed during construction hours. The gate may be opened only for authorized vehicle traffic flow. At such times as this gate is not guarded, it shall be closed and securely locked. The Contractor will be required to obtain an "airport security" permit from the Office of the Airport Manager for all vehicles and personnel used on the construction project. Said permit shall hold the Contractor responsible for all vehicles and personnel on the airport property other than those that have individual authorization. All authorized vehicles and construction equipment must display a three foot by three foot flag with international orange and white 12 inch squares displayed in full view above the vehicles. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The "gate guard" shall allow no unauthorized vehicle or person to enter the "air operations" side of the airport without the above stipulated "security clearance." The Contractor and the Contractor's "security gate guard" shall

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be held duly responsible to uphold the above security stipulations at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time. There shall be a $1,000.00 penalty for each deviation from these security provisions.

3. RADIO COMMUNICATIONS:

The Contractor's superintendent and flagman shall be required to monitor transceiver radios tuned to the CTAF - 118.9 UNICOM - 122.95 MHz frequency at all times. Radios shall be supplied by the Contractor. Such radios shall be used to obtain proper clearance in regard to the movement of equipment, trucks, etc., on the airport. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

4. WORK SCHEDULE:

Immediately after the award of contract, the Contractor shall file with the Engineer a time chart or schedule of proposed progress, a plan of construction and proposed detailed methods of carrying out the work, including a full statement of equipment and equipment layout for the job.

The Sponsor reserves the right to request changes in the sequence of project schedules if such change is required in the interest of safety or airport operation.

5. CONTRACTOR'S QUALITY CONTROL PROGRAM:

The contractor and their chosen testing laboratory shall submit a quality control plan submitted and approved prior to the Notice to Proceed (NTP). The quality control plan should contain the following items:

a. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

b. Procedures for the testing laboratories to meet the requirements of the applicable ASTM, AASHTO or other standards referenced in the contract specifications.

c. Qualifications of engineering supervision and construction inspection personnel.

d. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerance permitted for each type of test.

e. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken, and that the quantity of materials used is adequate.

6. SEQUENCE OF WORK:

The Contractor will be required to accomplish the work items according to the schedule of construction as submitted to the Engineer following the award of the contract. Prior to closing any taxiways or apron area, they shall be marked in conformance with the FAA Advisory Circular 150/5340-1 latest edition. This shall consist of placing barricades and flashers on each taxiway and closed runway crosses on the effected runways. Flashers must be well anchored so they do not blow over from jet blasts or strong winds. Closed taxiway, apron area, and other airfield markings and maintenance of these items are considered a necessity and an incidental part of the work, and no separate measurement or payment will be made. The Contractor shall consider the costs and distribute them to the various bid items.

The Contractor shall not allow men or equipment within 250 feet of any runway centerline or within 85.5 feet of the centerline of any taxiway, nor shall he permit materials to be stored or stocked within 400 feet of any runway centerline or within 129.5 feet of the centerline of any taxiway during the entire period of this project without first obtaining approval of the Engineer. When the Contractor's operations require the closing of any runway or taxiway, the Contractor shall mark said runway or taxiway in accordance with the plans and specifications at no additional cost to the Sponsor.

Prior to construction on any taxiway or runway, the Contractor shall, upon approval by the Engineer, close the taxiway or runway and begin work. The Contractor shall be responsible for clearly marking and defining the closed taxiways or runways by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with FAA Advisory Circular 150/5370-2 latest edition. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times.

The Sponsor shall meet with the Contractor immediately after the award of the contract to work up the sequence of work for the project.

7. CLOSURE OF AIR OPERATIONS AREAS:

Barricades are considered a necessary and incidental part of the work and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.

8. ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

9. EXISTING UNDERGROUND CABLES:

The FAA shall attempt to locate all of their underground cables that are located in the vicinity of the work areas, prior to construction in the area. The Contractor shall attempt to locate the Sponsor's and all other public underground cables prior to construction. Damage to the underground cables through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications.

10. UTILITIES:

Any utilities required by the Contractor for the prosecution of the work shall be paid for by said Contractor.

11. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless Airport Board/City of Brownsville, its officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of Airport Board/City of Brownsville, and further agrees to defend, indemnify and save harmless, Airport Board/City of Brownsville, its officers, agents, and employees from any claims, demands, suits, actions, proceedings of any kind or nature resulting from or arising out of operations in connection herewith, including operations of subcontractors and acts of omissions of employees or agents of the Contractor or his subcontractors.

12. SALES AND USE TAXES:

Construction and building materials sold to the contractors and subcontractors for use on public works owned by City of Brownsville, are exempt from State Sales and Use Taxes. However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties. This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing authorities. Contractor shall provide proof of exemption prior to commencing work.

13. PERMITS AND COMPLIANCE WITH LAWS:

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work.

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14. EXECUTED CONTRACTS:

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by City of Brownsville, one copy shall be delivered to the FAA, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses are to be paid by the Contractor to whom the contract is awarded.

15. SUBLETTING OR ASSIGNING OF CONTRACTS:

The Contractor shall perform, with his organization, an amount of work equal to at least 50% of the total contract cost. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has received the prior written approval of the Sponsor, which shall be at Sponsor's sole discretion, and the Surety has been given due notice of such assignment and has also consented in writing thereto.

Such written approval of the Sponsor shall not relieve the Contractor of any obligation incurred by him, under the contract, unless otherwise expressly stated in the approval.

The following language must appear in any assignment:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

16. QUALIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES:

A Contractor, or subcontractor, will be considered as certified if that company has received a letter of certification from an organization, whose procedures for certifying business, is acceptable to the FAA.

A Contractor is permitted to use 100% of the Contract amount for the unit of work if the Contractor, or subcontractor, performs the construction, installation, rehabilitation, etc. of that work item(s).

A Contractor is permitted to use only 60% of the Contract amount for the purchase of material from a certified DBE supplier.

The Contractor is required to submit, to the Engineer, the names, work terms and contract value of all subcontractors, prior to commencing work. The Contractor is required to submit the

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names, work items and final contract amounts of all subcontractors after the substantial completion of the project

17. LIQUIDATED DAMAGES:

Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages for failure of the Contractor to complete the work within the specified contract time.

The Contractor further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Sponsor for unscheduled employment of the Engineer during the contract time overrun as follows.

As compensation for non-use, the Contractor shall be assessed a liquidated damage of $1,000.00/calendar day(s) for each day that the work remains uncompleted beyond the contract period. As compensation for expenses incurred for unscheduled employment of the Engineer, up to $1,730.00/Calendar day for the construction manager plus up to $1,390.00/Calendar day for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The Contractor further agrees to pay compensation for the unscheduled employment of the Engineer (and their Sub-Contractors) necessitated by the Contractor for any of the following: 1) working more than ten (10) hours per day, and 2) furnishing materials or equipment not in conformance with the Contract Documents necessitating redesign, retesting, or additional review time by the Engineer and their Sub-Contractors according to the following hourly rates:

Description	Straight Time
Staff Engineer	$173/hr
Engineer	$139/hr
Associate Engineer	$128/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Sub-Contractor (Quality Assurance Testing)	Straight Time
Project Engineer	$75/hr
Field Technician	$50/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Check all LDs and Costs/hr for each project.

Compensation shall be paid by deduction from the final payment.

The engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost

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savings to the Sponsor. If, as a result of working more than (10) ten hours per day, the Contractor completes the project within the scheduled contract time, and if the overtime results in a reduced contract time and cost savings to the Sponsor, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time.

Liquidated damages will be assessed as stipulated above for each day the work remains uncompleted beyond the scheduled contract time.

18. ACCEPTANCE TESTING:

Acceptance testing shall be the responsibility of the Engineer.

19. INSTRUCTION MANUALS:

At the end of project construction, the Contractor shall provide to the airport three instruction manuals. The manuals shall include as a minimum the following:

1. Names, addresses, and phone numbers of electrical equipment suppliers/manufacturers.

2. Component parts list with manufacturer and part number.

3. Final wiring diagrams of lighting control system (where a new control panel and/or control system is installed).

4. Equipment schematic and wiring diagrams showing all components cross referenced to the parts list.

5. Installation manuals.

6. Maintenance and troubleshooting instruction.

7. Operating instructions.

8. Equipment Warranties.

Manuals for each piece of equipment provided shall be separated by dividers. The dividers shall be labeled accordingly. Three ring binders marked with the project schedule(s), date of final inspection, as well as Contractor's electrical subcontractors names, addresses, and phone numbers.

20. CONSTRUCTION CLOSEOUT

In addition to the items discussed in section 90-11 of the General Provisions, after the final inspection has been completed, a Notice of Contractor's Final Settlement will be issued for publication in accordance with applicable state, local, and federal requirements. Contractor is required to submit on company letterhead and signed by supervisor or company officer the following:

a) Affidavit that all wages, material purchases, and subcontractors have been paid in full.

b) List of all subcontractors used on the project with final dollar value of subcontracts and DBE subcontractors identified.

c) All test results in format required by the FAA. All tests results must be approved and accepted before the Engineer will release any final retainage amounts.

Final payment will not be authorized until these items have been completed.

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DIVISION 6

FAA ADVISORY CIRCULAR 150/5370-2
OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

CONSTRUCTION SAFETY AND PHASING PLAN

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U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: Operational Safety on Airports During Construction	**Date:** 12/13/2017 **Initiated By:** AAS-100	**AC No:** 150/5370-2G **Change:**

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " ←" keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.

John R. Dermody
Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)[1] for each affected taxiway; designated approach visibility minimums;

[1] Find Taxiway Design Group information in AC 150/5300-13, *Airport Design.*

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 Who Is Responsible for Safety During Construction?

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.

1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.

1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects.* (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)

1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.

1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.

1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.

1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.

1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.

1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.

1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.

1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

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

1.4.2.13 Take immediate action to resolve safety deficiencies.

1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.

1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).

1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.

1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.

1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.

1.4.3 Define Construction Contractor's Responsibilities.

The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

1.4.3.2 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.

1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who 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.

1.4.3.4 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 when active construction is taking place.

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

1.4.3.6 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.

1.4.3.7 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.

1.4.3.8 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, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.

1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. 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 when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 Meet CSPP Requirements.

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
    a. Contractor progress meetings.
    b. Scope or schedule changes.
    c. FAA ATO coordination.
2. Phasing.
    a. Phase elements.
    b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
    a. Identification of affected areas.
    b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
    a. Location of stockpiled construction materials.
    b. Vehicle and pedestrian operations.
6. Wildlife management.
    a. Trash.
    b. Standing water.
    c. Tall grass and seeds.
    d. Poorly maintained fencing and gates.
    e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

a. Maintenance of a list of responsible representatives/ points of contact.

b. NOTAM.

c. Emergency notification procedures.

d. Coordination with ARFF Personnel.

e. Notification to the FAA.

10. Inspection requirements.

a. Daily (or more frequent) inspections.

b. Final inspections.

11. Underground utilities.

12. Penalties.

13. Special conditions.

14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.

a. General.

b. Markings.

c. Lighting and visual NAVAIDs.

d. Signs, temporary, including orange construction signs, and permanent signs.

15. Marking and signs for access routes.

16. Hazard marking and lighting.

a. Purpose.

b. Equipment.

17. Work zone lighting for nighttime construction (if applicable).

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.

a. Runway Safety Area (RSA).

b. Runway Object Free Area (ROFA).

c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.

d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.

e. Obstacle Free Zone (OFZ).

f. Runway approach/departure surfaces.

19. Other limitations on construction.

a. Prohibitions.

b. Restrictions.

2.4.2 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. Who 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 Materials (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. Temporary orange construction signs.
   d. 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. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, 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 to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
    c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

Figure 2-1. Temporary Partially Closed Runway

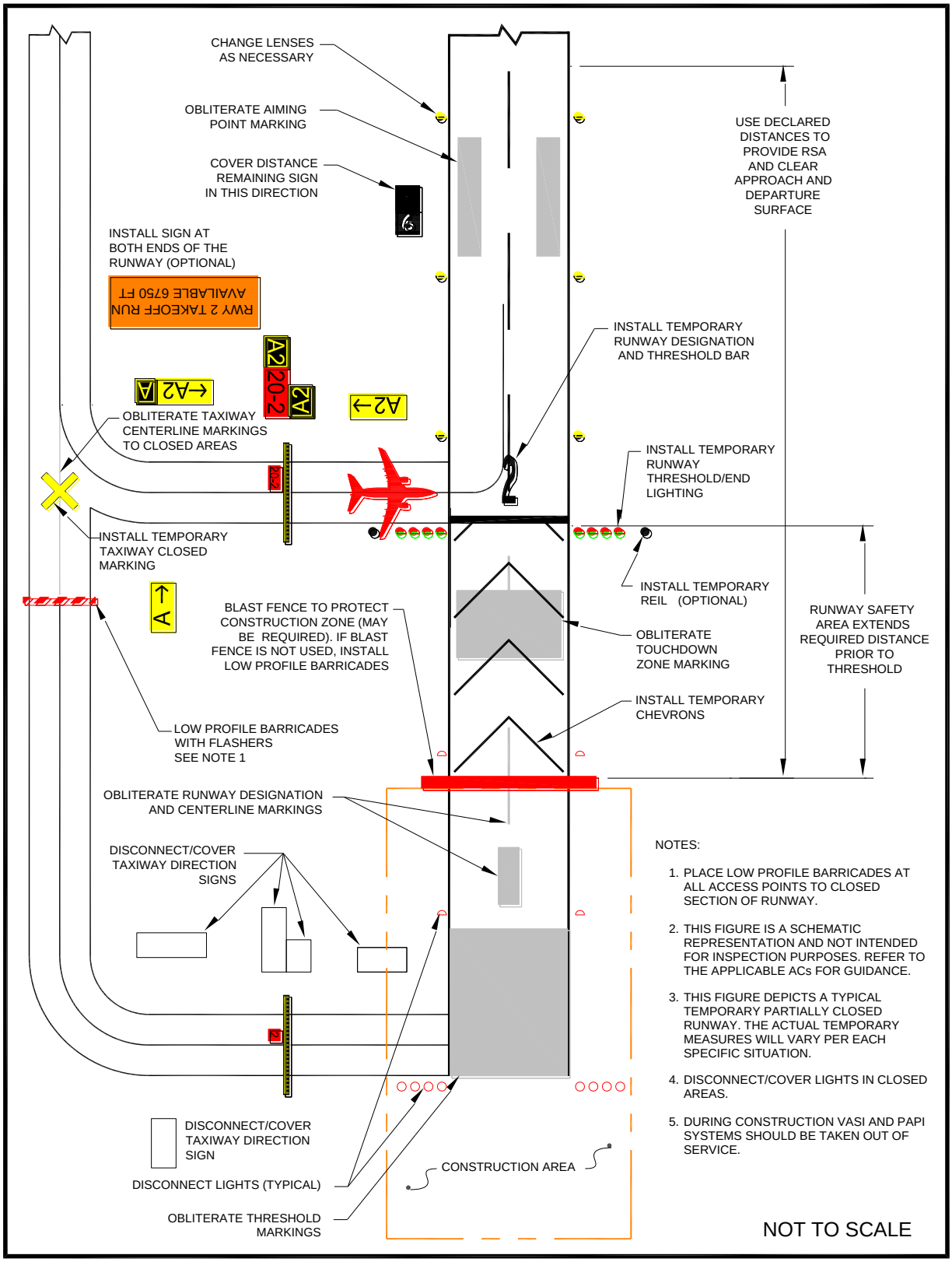
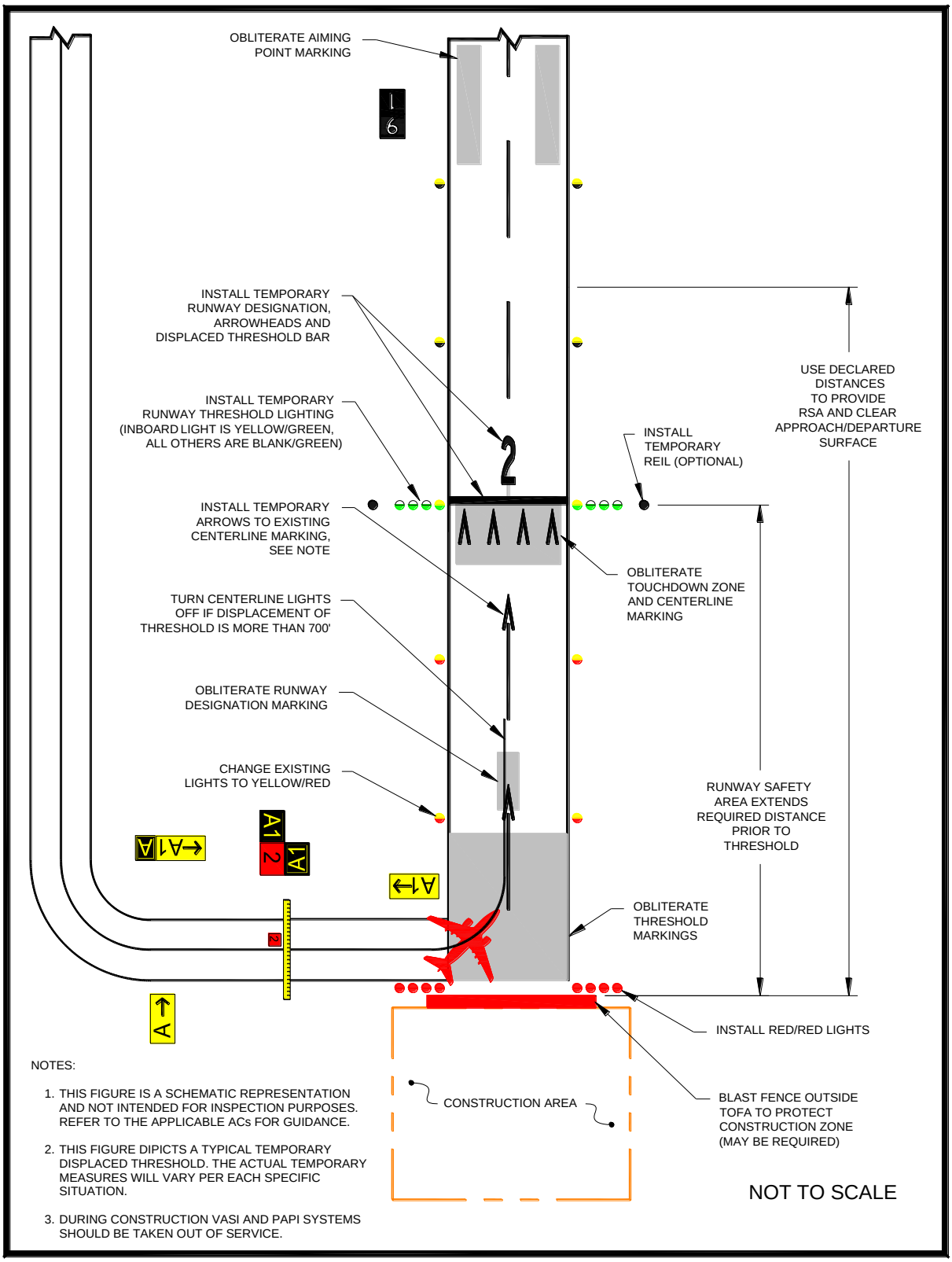


Figure 2-2. Temporary Displaced Threshold



Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

2.7.2.1 Temporary changes to runway and/or taxi operations.

2.7.2.2 Detours for ARFF and other airport vehicles.

2.7.2.3 Maintenance of essential utilities.

2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 Contractor Access.

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and 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. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor’s access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.

2.9.2.6 Required escorts.

2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

1. Airport operations
2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports,* and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife.* Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports,* Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management.*

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste.*

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators,* for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, *Airport Safety Self-Inspection.* Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 **Underground Utilities.**

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

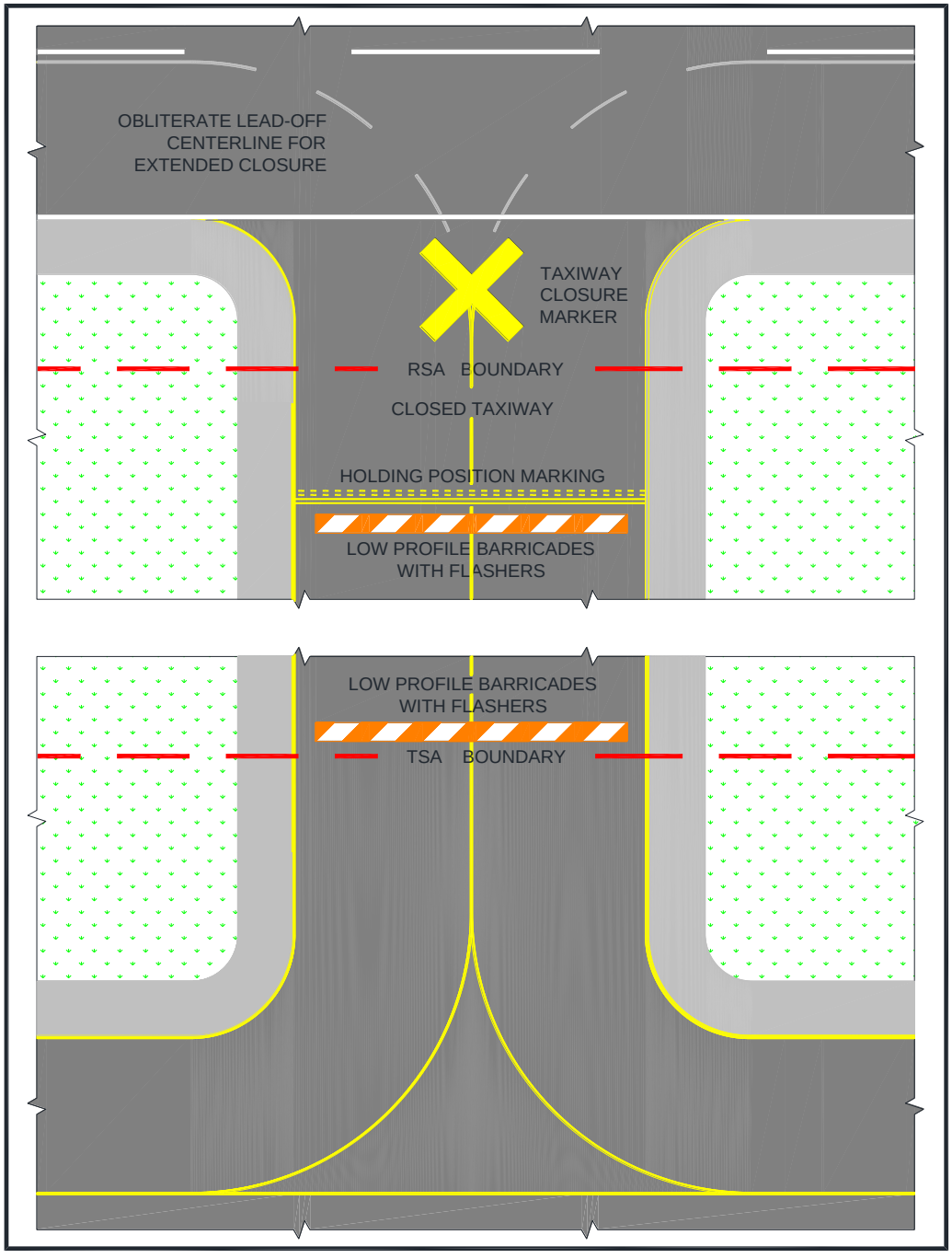


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 *Airport Design*, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

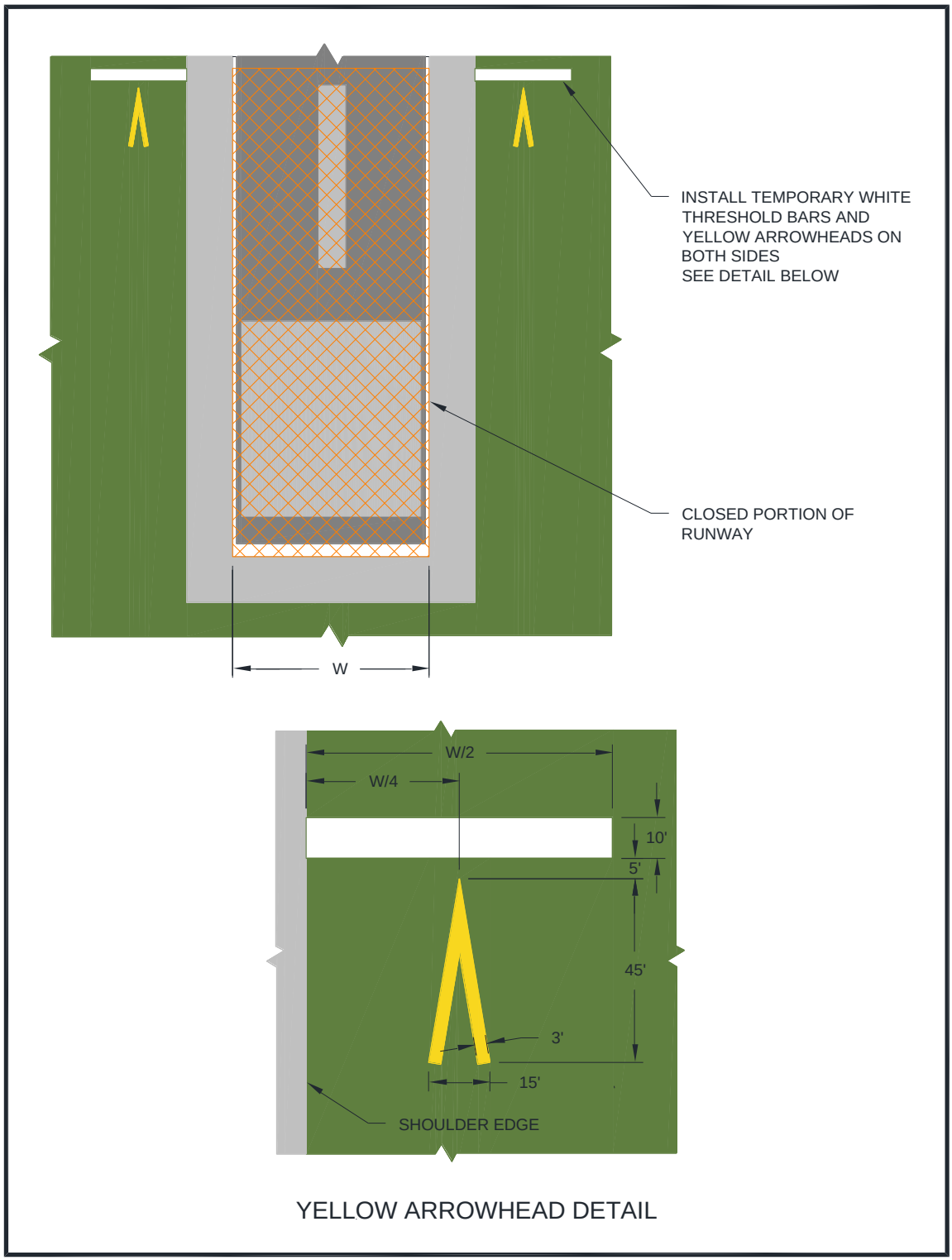
2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids,* and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights.* When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure.* For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime



Figure 2-7. Lighted X at Night



2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers.*

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.

2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems,* for installation criteria for FAA owned and operated NAVAIDs.

2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems.*

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs.* Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs,* are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 **Marking and Signs for Access Routes.**

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections,* which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades



2.20.2.5 **Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 **Air Operations Area – Other.**

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 **Maintenance.**

The construction specifications must include a provision requiring the contractor to 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 with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.

2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

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 snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
    a. Taxiing speed is limited to 10 mph.
    b. Appropriate NOTAMs are issued.
    c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
    d. Low mass, low-profile lighted barricades are installed.
    e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

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 snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.

2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.

2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

2.22.4.3.1 Taxiing speed is limited to 10 mph.

2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.

2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.

2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.

2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.

2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

2.23.2.1 Construction suspension required during specific airport operations.

2.23.2.2 Areas that cannot be worked on simultaneously.

2.23.2.3 Day or night construction restrictions.

2.23.2.4 Seasonal construction restrictions.

2.23.2.5 Temporary signs not approved by the airport operator.

2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 **Underground Utilities.**

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 **Runway and Taxiway Visual Aids.**

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, *Standards for Airport Markings;* AC 150/5340-18, *Standards for Airport Sign Systems;* and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 **Marking and Signs for Access Routes.**

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 **Hazard Marking and Lighting.**

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 **Work Zone Lighting for Nighttime Construction.**

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator’s representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at http://www.faa.gov/airports/.

Table A-1. FAA Publications

Number	Title and Description
AC 150/5200-28	*Notices to Airmen (NOTAMs) for Airport Operators* Guidance for using the NOTAM System in airport reporting.
AC 150/5200-30	*Airport Field Condition Assessments and Winter Operations Safety* Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
AC 150/5200-33	*Hazardous Wildlife Attractants On or Near Airports* Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
AC 150/5210-5	*Painting, Marking, and Lighting of Vehicles Used on an Airport* Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
AC 150/5210-20	*Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports* Guidance to airport operators on developing ground vehicle operation training programs.
AC 150/5300-13	*Airport Design* FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
AC 150/5210-24	*Airport Foreign Object Debris (FOD) Management* Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
AC 150/5320-15	*Management of Airport Industrial Waste* Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
AC 150/5340-1	*Standards for Airport Markings* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5340-18	*Standards for Airport Sign Systems* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5345-28	*Precision Approach Path Indicator (PAPI) Systems* FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
AC 150/5340-30	*Design and Installation Details for Airport Visual Aids* Guidance and recommendations on the installation of airport visual aids.
AC 150/5345-39	*Specification for L-853, Runway and Taxiway Retroreflective Markers*
AC 150/5345-44	*Specification for Runway and Taxiway Signs* FAA specifications for unlighted and lighted signs for taxiways and runways.
AC 150/5345-53	*Airport Lighting Equipment Certification Program* Details on the Airport Lighting Equipment Certification Program (ALECP).
AC 150/5345-50	*Specification for Portable Runway and Taxiway Lights* FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
AC 150/5345-55	*Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*

Number	Title and Description
AC 150/5370-10	*Standards for Specifying Construction of Airports* Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
AC 150/5370-12	*Quality Management for Federally Funded Airport Construction Projects*
EB 93	*Guidance for the Assembly and Installation of Temporary Orange Construction Signs*
FAA Order 5200.11	FAA Airports (ARP) Safety Management System (SMS) Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	*Grasses Attractive to Hazardous Wildlife* Guidance on grass management and seed selection.
FAA Form 7460-1	Notice of Proposed Construction or Alteration
FAA Form 7480-1	Notice of Landing Area Proposal
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at http://www.ecfr.gov/.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at http://mutcd.fhwa.dot.gov/.

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APPENDIX B. TERMS AND ACRONYMS

Table B-1. Terms and Acronyms

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. (See guidance available on the FAA web site at https://oeaaa.faa.gov.) The form may be downloaded at http://www.faa.gov/airports/resources/forms/, or filed electronically at: https://oeaaa.faa.gov.
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/.
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, *Certification of Airports*.
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. 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.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	2.5				
Operational safety is a standing agenda item for construction progress meetings.	2.5				
Scheduling of the construction phases is properly addressed.	2.6				
Any formal agreements are established.	2.5.3				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	2.7.1				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	2.7.1.1				
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2				
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3				
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	2.7.1.5				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	2.7.1				
Temporary changes to taxi operations are addressed.	2.7.2.1				
Detours for ARFF and other airport vehicles are identified.	2.7.2.2				
Maintenance of essential utilities and underground infrastructure is addressed.	2.7.2.3				
Temporary changes to air traffic control procedures are addressed.	2.7.2.4				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	2.8				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	2.8				
Protection of NAVAID facilities is addressed.	2.8				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	2.8				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	2.8, 2.13.1, 2.13.5.3.1, 2.18.1				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	2.9				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	2.9				
The location of stockpiled construction materials is depicted on drawings.	2.9.1				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	2.9.1				
Requirements for proper stockpiling of materials are included.	2.9.1				
Construction site parking is addressed.	2.9.2.1				
Construction equipment parking is addressed.	2.9.2.2				
Access and haul roads are addressed.	2.9.2.3				
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport,* is included.	2.9.2.4				
Proper vehicle operations, including requirements for escorts, are described.	2.9.2.5, 2.9.2.6				
Training requirements for vehicle drivers are addressed.	2.9.2.7				
Two-way radio communications procedures are described.	2.9.2.9				
Maintenance of the secured area of the airport is addressed.	2.9.2.10				
Wildlife Management					
The airport operator’s wildlife management procedures are addressed.	2.10				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	2.11				
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	2.12				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	2.13				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	2.13.1				
A list of local ATO/Technical Operations personnel is included.	2.13.1				
A list of ATCT managers on duty is included.	2.13.1				
A list of authorized representatives to the OCC is included.	2.13.2				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	2.8, 2.13.2, 2.18.3.3.9				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2				
Emergency notification procedures for medical, fire fighting, and police	2.13.3				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	2.13.4				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	2.14.1, 2.14.2				
Final inspections at certificated airports are specified when required.	2.14.3				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	2.15				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	2.16				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	2.17				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	2.18.1				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings*, is specified.	2.18.2				
Detailed specifications for materials and methods for temporary markings are provided.	2.18.2				
The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.3				
The use of a lighted X is specified where appropriate.	2.18.2.1.2, 2.18.3.2				
The requirement for signs to conform to AC 150/5345-44, *Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.4				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	2.18.4.2				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	2.20.1				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	2.20.1				
The CSPP considers less obvious construction-related hazards.	2.20.1				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	2.20.2.1				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	2.20.2.1				
Red lights meeting the luminance requirements of the State Highway Department are specified.	2.20.2.2				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	2.20.2.3				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	2.20.2.3				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	2.20.2.5				
Markings for temporary closures are specified.	2.20.2.5				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	2.20.2.7				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	2.21				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	2.22.1.1, 2.22.3.1				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	2.22.1.2, 2.22.3.2				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	2.22.3.3				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	2.22.1.4				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	2.22.1.4				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	2.22.1.4				
Grading and soil erosion control to maintain RSA/TSA standards are	2.22.3.5				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	2.22.2				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	2.22.4				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	2.22.4.3.6				
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	2.23.1.2				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	2.23.1.3				

APPENDIX D. 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 including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
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.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
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.		
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		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
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.		
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.		
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.		
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.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
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.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
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.		
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.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
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.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

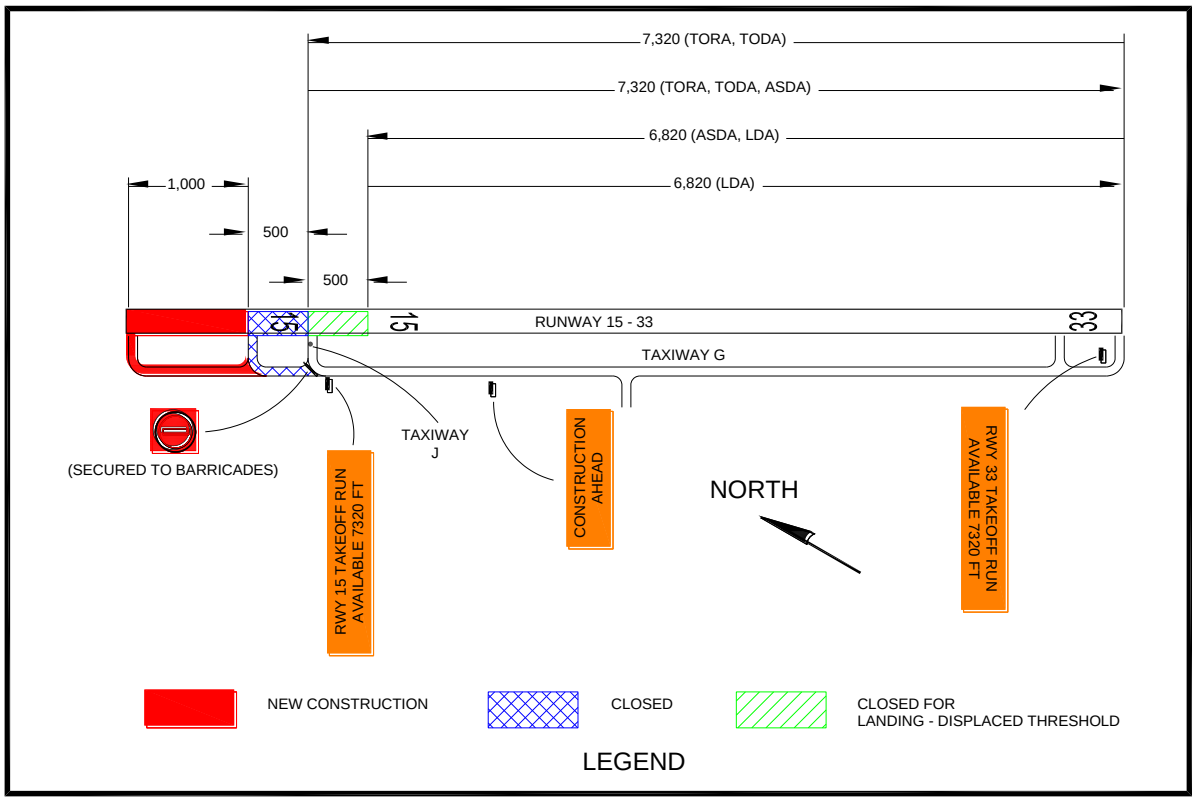
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

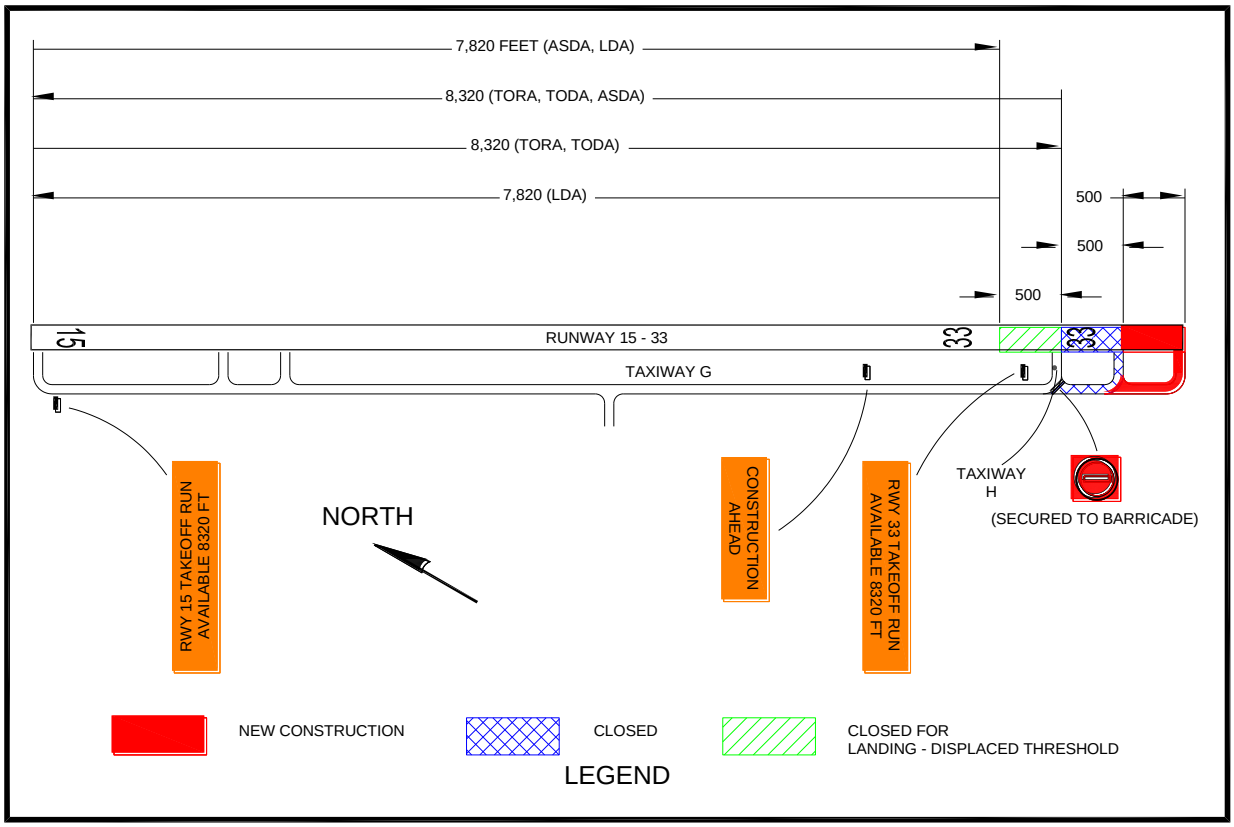


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

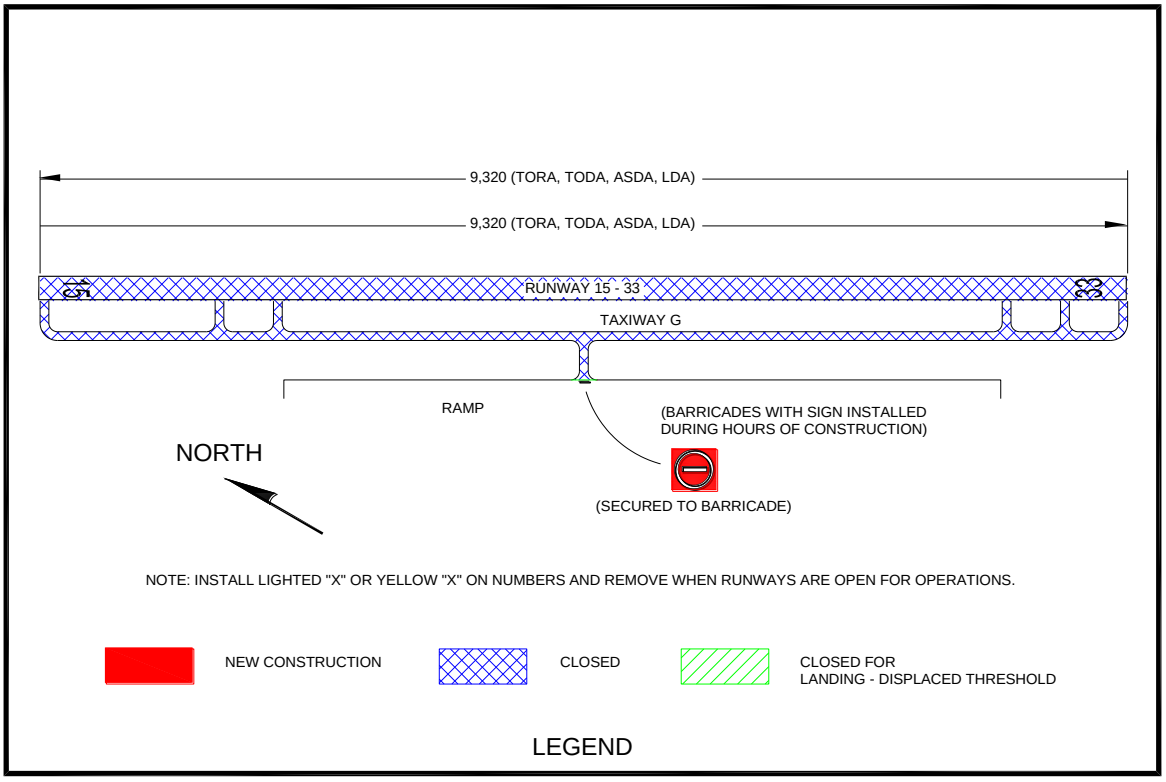


Table E-1. Operational Effects Table

Project	**Runway 15-33 Extension and Repaving**			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	¾ mile	¾ mile	¾ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

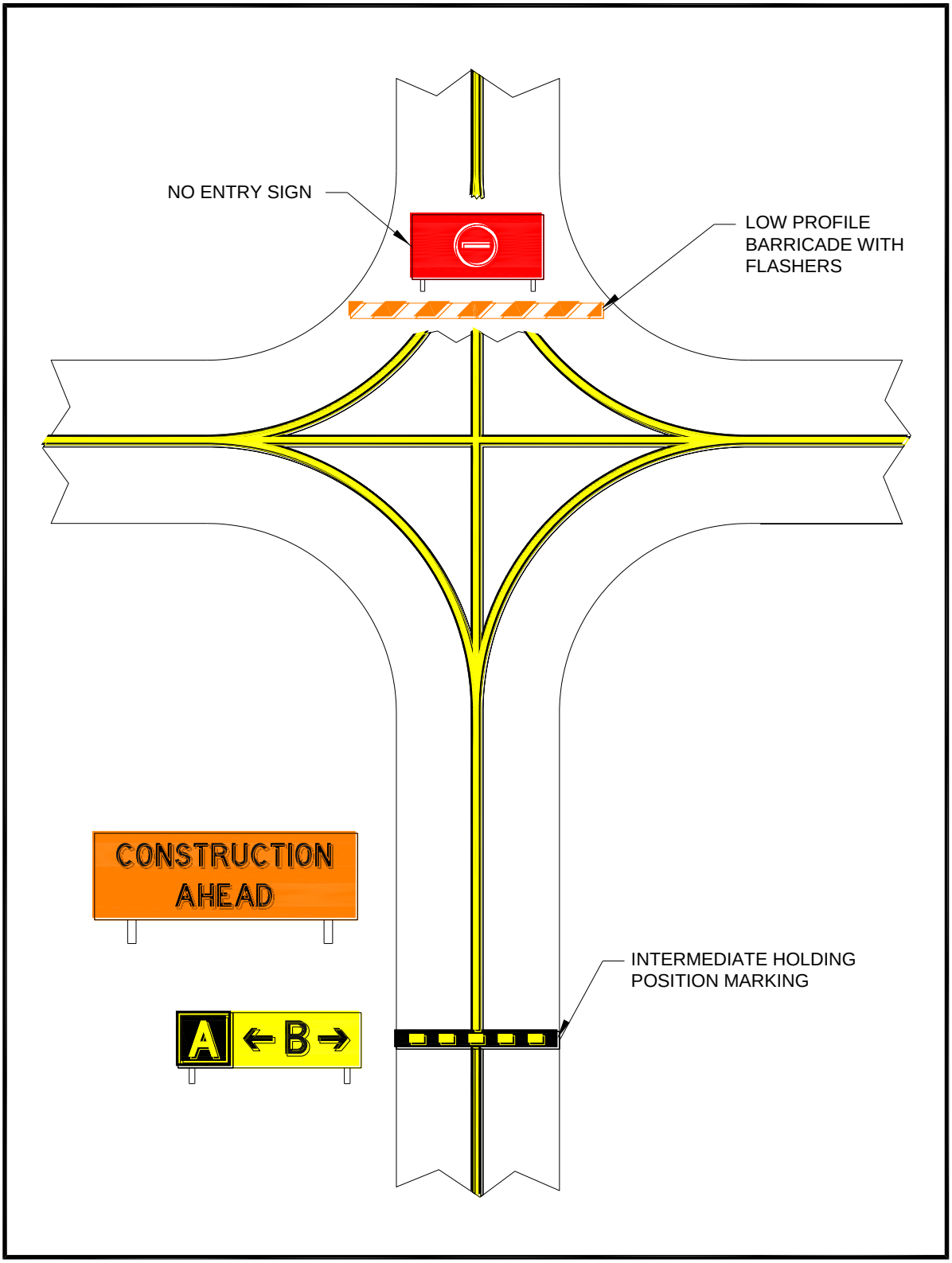
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APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends

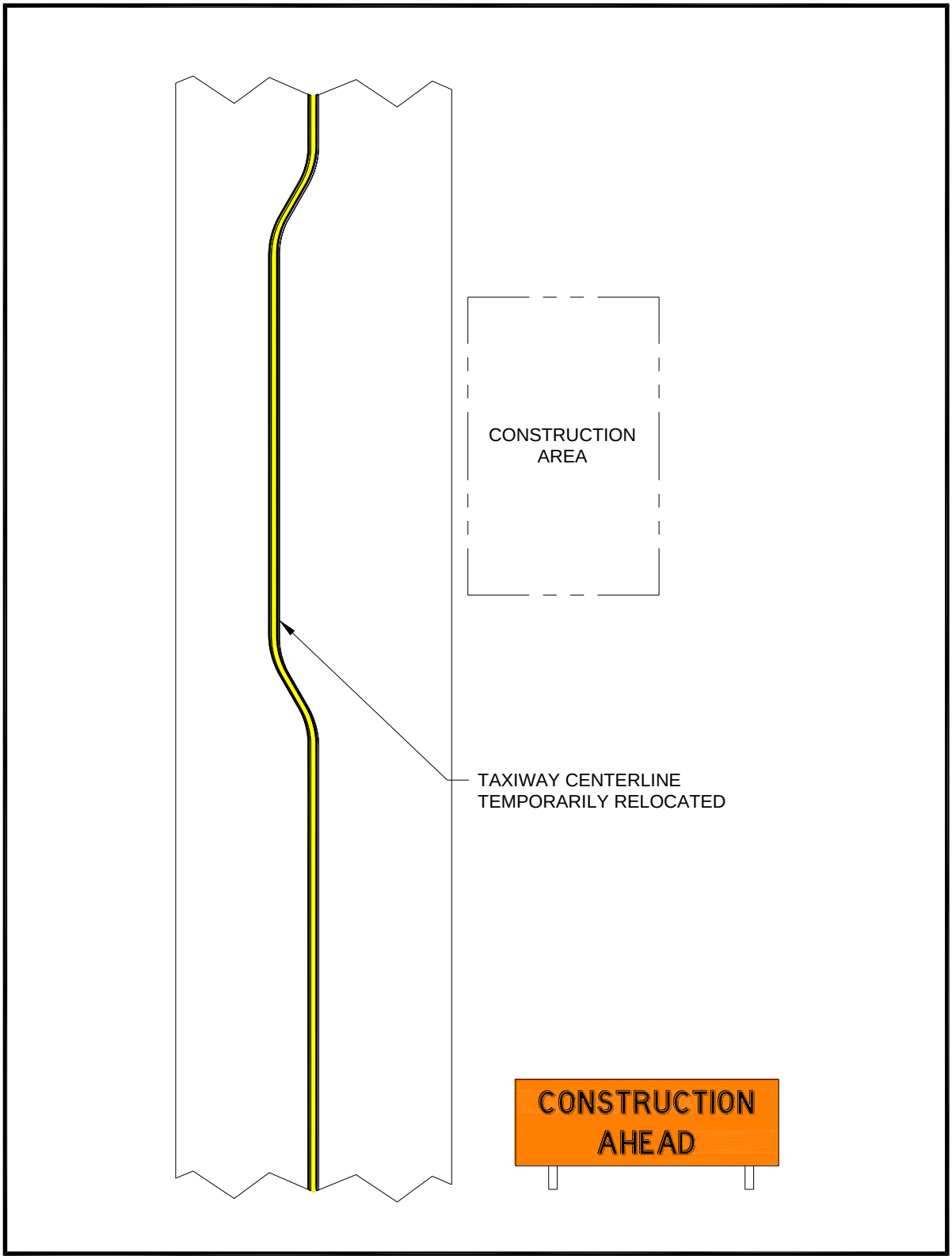


Figure F-2. Orange Construction Sign Example 1



Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2



Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G Date: _____

Please check all appropriate line items:

☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.

☐ Recommend paragraph _____ on page _____ be changed as follows:

_____
_____
_____

☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

_____
_____
_____

☐ Other comments:

_____
_____
_____

☐ I would like to discuss the above. Please contact me at (phone number, email address).

_____

Submitted by: _____ Date: _____

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CONSTRUCTION SAFETY AND PHASING PLAN

Schedule I
Seal Coat Runway 13-31

AIP Project No. 3-48-0031-058-2023

Brownsville South Padre Island International Airport

Brownsville, Texas

Sponsored By:
City of Brownsville
Federal Aviation Administration

Issued for Bid
June 18, 2023

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1. COORDINATION

During construction, Airport operational safety is of paramount importance. Coordination of project information to all individuals involved with the project is essential to ensure safe operations are maintained at all times. In order to minimize potential for incidents during construction, it is imperative that all individuals involved with the project and/or Airport users be kept informed of any and all changes to operations. Discussions of operational safety will need to be coordinated throughout the entire life of the project, including design, bidding, pre-construction, and construction. Meetings between the Engineer, Brownsville South Padre Island International Airport (Airport), the Contractor, sub-contractors, and Airport users will be required to discuss specific project related impacts to operations. The Airport Director is ultimately responsible for safety at the Airport. Notice to users of operational changes due to construction will be issued via NOTAMs by the Airport. No closures will be permitted without the pertinent NOTAM in place for each specific closure. Emergency access for ARFF, Police, Fire, and EMT emergency services shall be maintained at all times. Routing for such traffic shall be determined and made known to all supervisory personnel involved in the construction project and discussed prior to implementation. Coordination of this access will be proposed by the Contractor and approved by the Engineer and the Airport Operations Manager.

A pre-construction meeting will be held after the project has been awarded and prior to the Contractor beginning work or staging major construction material and equipment on-site. The Airport, the Contractor's on-site supervisory staff and representatives from the Engineer shall be present. Safety and this document will be a significant topic on the agenda. Operational safety during construction will be the main topic of discussion at the pre-construction meeting.

A. CONTRACTOR PROGRESS MEETINGS

The Contractor is required to attend weekly construction progress meetings to discuss all relevant construction topics with the Engineer and Airport staff, including safety reminders, scheduling, and general construction issues. Operational safety will be a standing agenda item for discussion during these progress meetings. A review of the Contractor's adherence to the project's Construction Safety and Phasing Plan (CSPP) will be made at each meeting. Any deficiencies or violations will be identified and remedied. In attendance will be the Contractor, Engineer, the Airport, and any other pertinent personnel. The location and time of the weekly meetings will be determined during the pre-construction meeting.

B. SCOPE OR SCHEDULE CHANGES

In the case of a scope or schedule change, the Contractor shall notify the Engineer and the Airport Operations Manager immediately. All parties involved will need to evaluate the impact(s) of the change and will determine what measures will need to be taken to maintain a safe construction site. Change in the scope or duration of the project may necessitate revisions to the Construction Safety and Phasing Plan (CSPP) which will require approval from the Federal Aviation Administration and Airport/Sponsor prior to implementation.

C. FAA/ATO COORDINATION

The FAA/ATO will need to be notified immediately of any changes that affect aircraft movement within the Airport which include airway facility shutdowns and restarts. The Airport will be responsible for coordinating any changes including NOTAMs to the FAA/ATO. Sufficient notice shall be provided to the Airport Operations Manager for the filing of NOTAMs; a minimum of 72 hours is required. Runway 13/31 will be closed for the duration of the project and Runway 18/36 will be closed for limited periods of time during various phases. This project will include the temporary shutdown of the NAVAIDs which serve both Runways 13/31 and 18/36. These closures/shutdowns will be coordinated with the FAA ATO, including the submission of Strategic Event Notifications, well in advance of the proposed closure dates.

2. PHASING

In order to minimize disruptions to airport operations during construction, construction will be broken up by areas to limit the amount of aircraft operational areas affected at any given time. Maintaining continual access to the terminal building and air carrier apron is mandatory during all phases of construction to allow the airlines to operate during construction. The phasing plan proposed was developed with help from the Airport and is considered to be the most effective way of maintaining the required aircraft access, while imposing the least amount of impact on construction operations, and without sacrificing safety. The phasing for this project is presented below, and is visually depicted in the Construction Safety Drawings (Sheets G004 through G010) attached at the back of this document.

This project will be completed in one schedule with multiple phases. Each of the phases is discussed in further detail in the Construction Safety Drawing plan sheets included at the end of this document.

A. PHASE ELEMENTS

I. Phase 1: Crack Seal, Rubber Removal and P-608-Ra Test Sections – Entire Project – Construction Safety Drawing G006 Duration: 3 Nights.

Phase 1 of the project will be the crack sealing and pavement preparation of Runway 13/31, Taxiway Connector N, Taxiway Connector B, Taxiway Connector E, and Taxiway Connector D. Phase parameters include the entirety of Runway 13/31. The taxiway connector ranges Runway 13/31 to the Taxiway N, Taxiway B, Taxiway E, and Taxiway D hold-short bars.

Construction in this phase will require the closure of Runway 13/31, Runway 18/36 (when within RSA limits), Taxiway D (from Runway 18/36 to Taxiway G), Taxiway E, Taxiway N, and Taxiway G (from Taxiway H to Runway 13/31).

Prior to beginning work on this phase, the Contractor shall have barricades and Runway Closure X's in place in accordance with the plans and shall coordinate with the Engineer/Airport to ensure all appropriate NOTAMs are in place. Any existing

pavement markings, edge lights, and guidance signs that lead into the closed areas of construction shall be covered, switched off, or altered in such a way that aircraft are no longer directed into the closed areas.

Major construction activities during Phase 1 will include routing and crack sealing of cracks, cleaning and preparation of the pavement, and the application of P-608-Ra Test Sections.

II. Phase 2: Seal Coat Approach End of Runway 31 – Construction Safety Drawing G007
Duration: 2 Nights.

Phase 2 of the project will be the seal coating of the approach end of Runway 31, and Taxiway Connector N. Phase parameters include 850 feet of the approach end of Runway 31, and the taxiway connector ranges Runway 13/31 to the Taxiway N hold-short bars.

Construction in this phase will require the closure of Runway 13/31, Taxiway D (from Runway 18/36 to Taxiway G), Taxiway E, Taxiway N, and Taxiway G (from Taxiway H to Runway 13/31).

Prior to beginning work on this phase, the Contractor shall have barricades and Runway Closure X's in place in accordance with the plans and shall coordinate with the Engineer/Airport to ensure all appropriate NOTAMs are in place. Any existing pavement markings, edge lights, and guidance signs that lead into the closed areas of construction shall be covered, switched off, or altered in such a way that aircraft are no longer directed into the closed areas.

Major construction activities during Phase 2 will include seal coating the pavement.

III. Phase 3: Seal Coat Approach End of Runway 13 and Blast Pad – Construction Safety Drawing G008
Duration: 2 Nights.

Phase 3 of the project will be the seal coating of the approach end of Runway 13, and Taxiway Connector B. Phase parameters include 650 feet of the approach end of Runway 13, the taxiway connector ranges Runway 13/31 to the Taxiway B hold-short bars, and the blast pad.

Construction in this phase will require the closure of Runway 13/31, Taxiway D (from Runway 18/36 to Taxiway G), Taxiway E, Taxiway N, Taxiway H, Taxiway B, and Taxiway G (from Taxiway H to Runway 13/31).

Prior to beginning work on this phase, the Contractor shall have barricades and Runway Closure X's in place in accordance with the plans and shall coordinate with

the Engineer/Airport to ensure all appropriate NOTAMs are in place. Any existing pavement markings, edge lights, and guidance signs that lead into the closed areas of construction shall be covered, switched off, or altered in such a way that aircraft are no longer directed into the closed areas.

Major construction activities during Phase 3 will include seal coating the pavement.

IV. Phase 4: Seal Coat Middle Portion Runway 13/31 – Construction Safety Drawing G009
Duration: 6 Nights.

Phase 4 of the project will be the seal coating of the middle portion of Runway 13/31, and the west Taxiway Connector D. Phase parameters include the middle portion of Runway 13/31, and the taxiway connector ranges Runway 13/31 to the Taxiway D hold-short bars west of Runway 13/31.

Construction in this phase will require the closure of Runway 13/31, Taxiway D (from Runway 18/36 to Taxiway G), Taxiway E, Taxiway N, and Taxiway G (from Taxiway H to Runway 13/31).

Prior to beginning work on this phase, the Contractor shall have barricades and Runway Closure X's in place in accordance with the plans and shall coordinate with the Engineer/Airport to ensure all appropriate NOTAMs are in place. Any existing pavement markings, edge lights, and guidance signs that lead into the closed areas of construction shall be covered, switched off, or altered in such a way that aircraft are no longer directed into the closed areas.

Major construction activities during Phase 4 will include seal coating the pavement.

V. Phase 5: Runway 13/31 Permanent Pavement Markings – Construction Safety Drawing G010
Duration: 3 Nights.

Phase 5 of the project will be the crack sealing and pavement preparation of Runway 13/31, Taxiway Connector N, Taxiway Connector B, and Taxiway Connector D. Phase parameters include the entirety of Runway 13/31. The taxiway connector ranges Runway 13/31 to the Taxiway N, Taxiway B, and Taxiway D hold-short bars.

Construction in this phase will require the closure of Runway 13/31, Taxiway D (from Runway 18/36 to Taxiway G), Taxiway E, Taxiway N, and Taxiway G (from Taxiway H to Runway 13/31).

Prior to beginning work on this phase, the Contractor shall have barricades and Runway Closure X's in place in accordance with the plans and shall coordinate with the Engineer/Airport to ensure all appropriate NOTAMs are in place. Any existing

pavement markings, edge lights, and guidance signs that lead into the closed areas of construction shall be covered, switched off, or altered in such a way that aircraft are no longer directed into the closed areas.
Major construction activities during Phase 5 will include permanent pavement markings.

B. CONSTRUCTION SAFETY DRAWINGS

The Construction Safety Drawings are attached at the end of this document and illustrate the phasing requirements for this project. Along with the phasing information, the attached drawings identify haul routes, the Contractor's staging and material stockpile areas, and emergency and ARFF access routes. Additionally, the Construction Safety Notes and Details (Sheet G005) plan sheet expounds upon the safety requirements set forth in this document and provides details of pertinent visual aids used for closing or delineating the construction area.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction*. The contract drawings include information regarding requirements for operational safety on the Airport during construction.

The Contractor shall prepare a detailed Safety Plan Compliance Document (SPCD) as stated in the Advisory Circular 150/5370-2G. The Contractor's SPCD shall identify specific methods, sequencing, and/or phasing that he/she intends to use in order to accomplish the project work. The SPCD shall also provide any information the Contractor deems necessary that could not be included prior to awarding the contract. The Contractor cannot modify the conditions of the approved CSPP when submitting the SPCD. The Engineer will review the SPCD with the Sponsor/Owner and supply any changes or revisions to the Contractor for incorporation into the plan. The final SPCD shall be the result of a coordinated effort between the Owner/Sponsor, the Engineer, and the Contractor and be approved by the FAA prior to issuing the Notice to Proceed.

The Contractor shall adhere to the approved SPCD as agreed upon by the Owner/Sponsor, Engineer, and Contractor. Modifications or deviations from the approved safety plan shall be submitted to the Engineer and FAA for review and approval prior to implementation.

A. IDENTIFICATION OF AFFECTED AREAS

Areas affected by construction activities associated with this project are identified on the Construction Safety Drawings. Construction activities associated with Schedule I will primarily take place on Runway 13-31 including Taxiway Connector up to the hold short markings. In Phase 1 and a portion of Phase 5, Runway 18-36 will be impacted as it will be closed to the minimum extent possible. Section 2 of this document and the attached Construction Safety Drawings describe in detail which areas are affected and for what durations.

B. MITIGATION OF EFFECTS

To mitigate the effects of the construction activities associated with the project; access routes for emergency and ARFF vehicles will be maintained, and aircraft taxiway movement routes will be clearly identified, as shown in the proposed phasing plans. Coordination for pavement and facilities closures with the FAA and ATO will take place well before the proposed action in order to allow adequate time to identify and discuss the impacts with all interested parties.

When Construction occurs within the aircraft operations areas, the Contractor will be required to erect construction barricades to indicate areas closed to aircraft activity and areas where the Contractor is restricted to work in. Because the phasing for this project is critical to maintaining safety and operations at the Airport during construction, adhering to the requirements as laid out in the attached phasing sheets is imperative. To help assist all individuals with this process, it is important that all Airport personnel, Contractor personnel, and Engineering personnel discuss current and upcoming phases during the required weekly construction progress meetings as described in Section 1 of this document.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

The NAVAIDs serving both Runways 13/31 and 18/36 will be impacted during construction. NAVAIDS associated to Runway 13/31 will be shutdown during Phase 1 through 5. NAVAIDS associated to Runway 18/36 will be temporarily impacted during the Phase 3 night closure and Phase 5 closure. All NAVAIDs at the Airport are owned and maintained by the FAA. Coordination for the closures will be conducted between FAA and BRO during construction and prior to construction to allow FAA adequate time to prepare for each temporary closure or shutdown. Haul roads will be located to keep construction equipment away from NAVAID equipment. Where vehicles may traverse the vicinity of NAVAID equipment, flagging and other methods for calling attention to the equipment will be installed and all drivers made aware that they should give NAVAID equipment a wide berth.

5. CONTRACTOR ACCESS

The Contractor will be required to submit to Airport staff prior to the commencement of construction, evidence in the form of a certification letter that all of their employees who will have unescorted access to the SIDA have been checked for employment, security, and criminal history for the last ten years. The letter will also certify that these employees meet all security regulations as required by the Sponsor's security program.

During the course of the construction operations, the Contractor will be allowed to utilize a maximum of two (2) airport access "Security Gates" as entrance to the airfield and construction site. Only vehicular access is permitted through the access gates into the SIDA area, pedestrian access through the access gates is not allowed. The airport shall designate this gate and the associated haul roads. The gate may be opened only for authorized vehicle traffic flow. During times of infrequent construction traffic, the gate shall be closed, even when a gate guard is present. At such times as, this gate is not guarded, it shall be closed and securely locked. The Contractor will be required to obtain an "airport security" permit and or badge from the Airport

Administration Office for all vehicles and personnel used on the construction project. Said permit and or badge shall hold the Contractor responsible for all vehicles and personnel on the airport property other than those that have individual authorization. During daylight hours, all authorized vehicles and construction equipment must display a three-foot by three-foot flag with international orange and white 12-inch squares displayed in full view above the vehicles or rotating beacons. During night time operations only lighted rotating beacons are acceptable. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The "gate guard" shall allow no unauthorized vehicle or person to enter the "air operations" side of the airport without the above stipulated "security clearance." The Contractor and the Contractor's "security gate guard" shall be held duly responsible to uphold the above security stipulations at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time. Penalties associated with deviations from these security provisions are identified in Section 12 of this document.

A. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS

The Contractor's staging and material stockpile areas are shown on the Overall Phasing Plan. All material storage, stockpiling, and staging will occur in these areas.

The Contractor will not be allowed to stockpile any materials or park equipment within the object free areas of any pavement which is open to aircraft operations. Any temporary stockpiles outside of, but adjacent to either the Runway or Taxiway Object Free Areas must be prominently marked and lighted with construction barricades or other approved methods during hours of restricted visibility or darkness.

B. VEHICLE OPERATIONS

I. Construction Site Parking

Personal vehicles of construction workers shall be parked outside of the Airport's perimeter security fence unless they are properly marked and lighted in accordance with Item IV, below. Construction site parking for authorized, properly marked, and lighted vehicles will be within the Contractor's staging area as shown on the Overall Phasing Plan (Sheet G005).

II. Construction Equipment Parking

Construction equipment parking will be allowed at the Contractor's staging area in the same location as shown on the Construction Layout Plan, or at a location approved by the Engineer. The equipment must be lighted with a beacon per AC 150/5370-2G when inside the AOA. No equipment or material shall be staged or stored in any runway or taxiway safety area, object free area, or aircraft apron.

III. Access and Haul Roads

During the course of the construction operations, the Contractor will be allowed to utilize Airport security gate(s) for entrance to the airfield and construction site. The gate(s) and

haul roads to be utilized are shown on the attached safety and phasing drawings. The gates may be opened only for authorized vehicle traffic flow. The gates shall be guarded by an individual with a valid airport badge anytime that they are left open. At such times as these gates are not guarded, they shall be closed and securely locked. The Contractor's gate guard must verify that anyone entering the Airport through these access gates has a valid airport badge. Any unbadged personnel requiring access to the site must be escorted by an individual with a valid airport badge. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The gate guard shall allow no unauthorized vehicle or person to enter the air operations side of the Airport without the above stipulated security clearance. The Contractor and the Contractor's security gate guard shall be held duly responsible to uphold the Airport's security requirements at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time.

Establishment of haul roads on airport property shall be performed by the Contractor at the direction and approval of the Engineer and Airport Personnel. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes.

The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. When required, water shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the Airport Operations Area. The Airport will require additional dust control measures be used on haul roads and the work area in order not to interfere with Airport operations.

The Contractor shall be prepared at all times to repair any damage caused by the movement of equipment on any of the haul roads at the direction of the Engineer, whether in designated or undesignated areas.

After completion of the project, the Contractor shall be required to regrade any unpaved portions of the haul road. The performance of any work as specified by this provision, including watering, maintenance, repair, and restoration of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor. The Contractor shall comply with all local laws and ordinances established by the local jurisdictions. The Contractor shall not deviate from the haul routes and shall not disturb the natural vegetation.

Contractor movement shall be restricted to the pre-determined access routes as shown on the attached phasing sheets and within the work area. Work areas shall be delineated with barricades as shown on the phasing drawings. The Contractor shall not operate outside of these areas without approval of the Engineer.

The Contractor will be required to clean his vehicles to avoid tracking mud and debris onto the public roads. Street sweepers will be used as necessary to remove dust and mud from the pavement.

IV. Marking and Lighting of Vehicles

All vehicles operating within the AOA and in the movement areas must clearly identify themselves for control purposes in accordance with AC 150/5210-5D, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable.

To operate in those areas during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light.

V. Description of Proper Vehicle Operations

Proper vehicle operation is described as conforming to all rules and regulations for driving as directed by the Airport.

VI. Required Escorts

When any vehicle, other than one that has prior approval from the Airport operator, must travel over any portion of an aircraft movement area, the vehicle will be escorted by a badged representative, and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light.

VII. Training Requirements of Vehicle Drivers

To ensure compliance with Brownsville South Padre Island International Airport's rules and regulations, all construction personnel must attend and pass the Airport's safety class and test. This training is required for all personnel that would be required to either be badged or plan working within the AOA. The Contractor will be responsible for any fees imposed by the Airport for these classes.

VIII. Situational Awareness

Vehicle drivers must confirm by personal observation that no aircraft or other vehicle is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, parking ramp, or any other area open to Airport operations. In addition, it is the responsibility of the escort vehicle driver to verify movement/position of all escorted vehicles at any given time.

IX. Two-way Radio Communication Procedures

The Contractor's superintendent and, if required, flagmen/haul route monitors shall be required to monitor transceiver radios tuned to the CTAF 118.9 MHz and Unicom 122.95 MHz at all times. The Contractor shall supply radios. Such radios shall be used to obtain proper clearance in regard to the movement of equipment, trucks, etc., within the movement area. Contractor personnel shall demonstrate proper procedures for communications pertinent to airport operations. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

The Contractor shall follow all guidance on airport communication covered in the Airport's badging/driving classes and additional aviation communication protocols may be found on the FAA website at:

http://www.faa.gov/airports/runway_safety/media/Ground_Vehicle_Guide_Proof_Final.pdf

X. Maintenance of the Secured Area of the Airport

Airport Operators and Contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel.

In addition, all personnel must either be badged or escorted while working in the AOA. Escorted personnel must maintain close proximity to badged personnel at all times to ensure that security at the Airport is maintained.

Because the Airport is subject to 49 CFR Part 1542, *Airport Security*, even during construction, the Airport must meet standards for access control, movement of ground vehicles, and identification of construction Contractor personnel. The Contractor shall at all times be responsible for the actions of any construction personnel and shall be liable for any fines or penalties assessed by the Transportation Security Administration (TSA) for any failure to comply 49 CFR Part 1542 and/or the Airport's security program.

6. WILDLIFE MANAGEMENT

All wildlife management within the Airport Operations Area shall be accomplished in conformance with Advisory Circular 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and Certalert 98-05, *Grasses Attractive to Hazardous Wildlife*. In general, the Contractor must carefully control and continuously remove waste or loose material that might attract wildlife.

A. TRASH

The Contractor is responsible for completing a daily inspection of the construction site (including the Contractor's Staging Area) for any trash or objects that might attract wildlife. The Contractor shall properly dispose of any trash or such objects off-site.

B. STANDING WATER

Since standing water can attract wildlife, the Contractor is responsible for completing a daily inspection of the construction site for any standing water. With the discretion of the Engineer, the Contractor shall remove this hazard.

C. TALL GRASS AND SEEDS

Not required for this project.

D. POORLY MAINTAINED FENCING AND GATES

The Contractor shall be required to maintain all fences and gates used for construction throughout the duration of the project to the satisfaction of the Engineer and the Airport.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT

The Contractor shall notify the Engineer when a wildlife sighting has occurred within the perimeter fence on the project site to mitigate any disruption to the existing wildlife habitat. Wildlife within the perimeter fence which can cause damage to aircraft such as the following but not limited to: large game mammals, small game mammals, large birds, etc., shall be reported to the Engineer.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The presence of FOD on active pavements is a significant safety concern, as debris can be ingested into an aircraft's engine causing extensive damage, or can be launched by jet blast, potentially causing bodily injury or damaging other aircraft. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor is required to keep all taxiways and aprons, open to aircraft and free from FOD at all times. The Contractor is required to maintain FOD control continually and to the satisfaction of the Engineer and the Airport. Prior to opening any pavement to aircraft, the contractor shall conduct a sweep of the pavement to verify that it is FOD free.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Although hazardous material is not anticipated to be present on this project, if hazardous material is encountered, the Contractor shall inform the Engineer and the Airport Public Safety Department immediately.

Contractors operating construction equipment on the Airport must be prepared to expeditiously contain and clean spills resulting from fuel or hydraulic fluid leaks. Transport and handling of

other hazardous materials on an Airport also requires special procedures. See Advisory Circular 150/5320-15, *Management of Airport Industrial Waste.*

The Contractor shall have and maintain a spill kit at the construction site and staging area to handle, at a minimum, a 50 gallon spill.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

A. MAINTENANCE OF A LIST OF RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT

The Contractor shall maintain a current list of contacts for the Airport personnel and emergency response personnel on site at all times.

Agency Name	Type of Agency	Telephone No.
Airport Emergency	Aircraft Rescue and Fire Fighting	(956) 546-3195
Police Department	Police Department	(956) 548-7044 Or 911
Fire Protection	Fire Department	(956) 547-6565 Or 911
Valley Med Urgent Care	Urgent Care	(956) 546-2000 Or 911
Valley Baptist Medical Center	Hospital	(956) 698-5400 Or 911
Airport Administrative/Badging	Airport Administration	(956) 542-4373
BRO Airport Operations	Airport Operations	(956) 459-1808

B. NOTICES TO AIR MISSIONS (NOTAM)

Only Airport Operations may initiate or cancel a NOTAM on Airport conditions and is the only entity that can close or open a runway. The Airport Operations Manager must coordinate the issuance, maintenance, and cancellation of NOTAMs about Airport conditions resulting from construction activities and must provide information on closed or hazardous conditions on Airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Contractor must notify the Engineer and Airport Operations Manager when scheduling/scoping for the project has changed that would require a modification to the NOTAM.

C. EMERGENCY NOTIFICATION PROCEDURES

In the event of an emergency, the Contractor shall notify the Engineer and Airport. If necessary, the Contractor shall contact local emergency services.

D. COORDINATION WITH ARFF PERSONNEL

This project shall not require any deactivation of water lines or fire hydrants, rerouting or blocking of any emergency access routes, or the use of any hazardous material on the airfield that would require coordination with ARFF personnel or emergency services. However, in an event that the Contractor must coordinate construction activities with ARFF Personnel, the Contractor will notify the Airport or Engineer. The Airport Operations Manager or Engineer will be responsible to notify the event to ARFF Personnel. At all times, the Contractor shall provide and allow access to ARFF personnel and vehicles, to both the project site and areas beyond.

E. NOTIFICATION TO THE FAA

I. Part 77

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment within the proposed construction and parking areas, material stockpiles, and construction traffic along the haul route.

Several Aeronautical Studies will be initiated for this project which included the height associated construction equipment and project. The following is a summary of the associated studies and their status at the time of the preparation of this document:

ASN	Description	Status	Date
2023-ASW-1722-NRA	Runway 13 End Left	TBD	03/13/2023
2023-ASW-1723-NRA	Runway 13 End Right	TBD	03/13/2023
2023-ASW-1724-NRA	West of Runway 18/36	TBD	03/13/2023
2023-ASW-1725-NRA	West of Runway 18/36	TBD	03/13/2023
2023-ASW-1726-NRA	East of Runway 18/36	TBD	03/13/2023
2023-ASW-1727-NRA	East of Runway 18/36	TBD	03/13/2023

2023-ASW-1728-NRA	Runway 31 End Right	TBD	03/13/2023
2023-ASW-1729-NRA	Runway 31 End Left	TBD	03/13/2023

II. NAVAIDs

Should any emergency notification of any impacts to the Airport's NAVAIDs be required, the Airport shall contact the FAA Operational Control Center at 1-866-432-2622.

For planned NAVAID shutdowns, the Airport shall submit a Strategic Event Submission Form to the FAA ATO. The Strategic Event Submission Form(s) will be submitted a minimum of 45 days in advance of any shutdown.

10. INSPECTION REQUIREMENTS

A. DAILY (OR MORE FREQUENT) INSPECTIONS

Inspections shall be conducted daily, or more frequently if necessary, to ensure conformance with this document. The checklist provided at the end of this report was copied from Advisory Circular 150/5370-2G Appendix D, *Construction Project Daily Safety Inspection Checklist*. This checklist shall be completed by the Contractor to the Engineer's satisfaction and the Contractor shall submit a copy of all the completed checklists to the Engineer. The Contractor should fill out this checklist everyday construction operations occur on the project.

B. FINAL INSPECTIONS

Final inspections will be conducted prior to opening of any airfield facilities. The final inspection will be completed with the Contractor, Resident Engineer, Airport Operations, and an FAA representative (if possible).

11. UNDERGROUND UTILITIES

The Contractor shall provide written notice to the FAA for the location of FAA underground utilities. FAA shall attempt to locate all of their underground cables that are located in the vicinity of the work areas, prior to construction in the area. The Contractor shall attempt to locate the Sponsor's underground cables and other sub-surface utilities utilizing Blue Stakes of Utah, and information in the plan set and available as-builts, prior to construction. Damage to the underground cables, whether FAA's or Sponsor's, through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged FAA cable shall meet current FAA specifications. Damage to other underground utilities through Contractor's negligence shall be repaired according to the relevant utility's standards and at no cost to the Sponsor.

12. PENALTIES

All penalties are specified under the Contract Documents Section 80 and Special Provisions – Part C for this project. The Contractor is responsible for any penalties that the Airport may distribute. If a vehicle enters the safety area for any pavement that is open to aircraft operations without proper clearance, the driver will lose his/her driving privileges and, at the discretion of the Airport, may lose privileges accessing the AOA.

13. SPECIAL CONDITIONS

At any time, the Resident Engineer and/or Airport representative may instruct the Contractor and their sub-contractors to cease construction and safely leave the project site and/or AOA for emergency and/or operational reasons. The Resident Engineer and/or Airport representative may request that the Contractor remove all equipment and material from the project limits in a safe and timely manner.

If the Resident Engineer and/or Airport representative notifies the Contractor and sub-contractors that the Airport is experiencing low visibility conditions, the Contractor's access to or from the project site may be restricted per the instructions of the Resident Engineer and/or Airport representative. At the discretion of the Resident Engineer and/or Airport representative, an escort may be required to access and exit the project limits during periods of low visibility.

If an aircraft is in distress, or in the event of an aircraft accident, the Contractor must stay in the project area or staging area, unless in imminent danger, until the Resident Engineer or Airport representative gives notice otherwise. The Airport's Aircraft Rescue and Firefighting (ARFF) personnel will respond to any aircraft emergency and the Contractor must not impede their ability to respond.

14. RUNWAY AND TAXIWAY VISUAL AIDS

A. EQUIPMENT AND METHODS FOR COVERING SIGNAGE AND AIRFIELD LIGHTS

Equipment used to cover lights and signs in closed areas shall be approved by the Engineer and shall not pose a hazard to active aircraft. The Contractor shall ensure that the methods and equipment used to cover the lights and signs will not become damaged by the inclement weather that the Airport experiences. The Contractor shall inspect and maintain this equipment for the duration of the project and at the Engineer's or Airport personnel's direction.

B. EQUIPMENT AND METHODS FOR TEMPORARY CLOSURE MARKINGS (PAINT, FABRIC, OTHER)

The Contractor shall black out all paint markings that lead into temporarily closed areas. Any surface equipment, such as pavement closure X's, low profile barricades, or flagging shall be affixed to the ground in such a way as to prevent it from moving or becoming airborne when subjected to high winds or jet blast. Lighted Runway Closure Markers (RCM's) shall be furnished and positioned in accordance with the plans. All equipment and methods for temporarily closing

areas of pavement on the Airport shall be approved by the Engineer and Airport personnel. The cost associated with performing, obtaining, installing, and maintaining the work associated with temporarily closing areas for work shall be considered incidental to the project and shall not be measured for payment.

C. TYPES OF TEMPORARY VISUAL GUIDANCE SLOPE INDICATORS (VGSI)

This is not applicable to this project.

15. MARKING AND SIGNS FOR ACCESS ROUTES

All required signs and markings shall conform to either Advisory Circular 150/5340-18, *Standard for Airport Sign Systems*, or the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). Signs adjacent to areas used by aircraft must comply with the frangible requirements as stated in Advisory Circular 150/522-23, *Frangible Connections*. The location and design of any signs will be directed by the Engineer or the Airport and provided by the Contractor.

16. HAZARD MARKING AND LIGHTING

A. PURPOSE

The hazard marking and lighting prevents pilots or Airport personnel from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. In addition, hazard markings must be used to identify open manholes, trenches and excavations, small areas under repair, stockpiled material, and waste areas.

Prior to construction on or adjacent to any apron areas, the Contractor shall, upon approval by the Engineer, close the apron area which will be affected. The Contractor shall be responsible for clearly marking and defining the closed areas of the apron by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with Advisory Circular 150/5370-2G. The Contractor shall be responsible for maintaining this equipment and keeping it clearly visible at all times.

B. EQUIPMENT

Approved low-profile barricades are to identify and define the limits of construction and hazardous areas on airports. The spacing of the barricades is specified in the construction drawings for this project. The barricades must be weighted down per the manufacturer's recommendations to prevent the barricades from moving due to wind or jet blast.

The barricades used must include lights. The lights must be red, either steady burning or flashing, and must meet the luminance requirement of the State Highway Department. Lights must be mounted on barricades and continually spaced with no spaces between them. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the Airport is open for operations. They may be operated by photocell, but this may require that the Contractor turn them on manually during daytime periods of low visibility. The Contractor shall have a 24-hour on call representative for emergency maintenance of Airport hazard lighting and barricades.

The Contractor shall place construction flagging where indicated in the plans. The flagging material shall be wooden lath with a bright colored tape or ribbon attached, or other materials approved by the Engineer.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

Lighting for any work to be performed at night must be provided in a manner which adequately illuminates the work area. Light towers shall not be pointed towards any active runway or taxiway nor shall they pointed towards the approach areas of an active runway or the control tower. The placement of light towers is subject to the approval of the Engineer and Airport Operations. If, in the opinion of the Engineer or Airport Operations, adequate lighting is not provided, the nighttime operations may be suspended until the deficiency is corrected.

18. PROTECTION OF RUNWAY AND TAXIWAY AREAS

A. RUNWAY SAFETY AREA (RSA)

The Airport defines the RSAs for Runways 13/31 and 18/36 as the areas that are within 250 feet from the centerlines of each runway and extend 1,000 feet from the runway ends. No construction activities will be allowed within the safety area of any active runway, and barricades will be placed to prevent accidental access to these areas by construction traffic. Construction activities, however, will require crossing Runway 13/31 at the intersection with Runway 18/36. Whenever these crossings are necessary, the Contractor shall establish a flagging operation with flaggers located on both sides of the crossing. These flaggers shall be in contact with the Airport's air traffic via transceiver radios tuned to the Airport's ground frequency 122.95 MHz. Construction traffic shall not proceed into the safety area of the active runway until clearance is received from the flaggers. Once clearance has been obtained, the Construction traffic will be required to proceed without delay, and without stopping, across the crossing. The crossing will be continuously monitored for FOD and any that may be identified shall be immediately removed by the Contractor.

B. RUNWAY OBJECT FREE AREA (ROFA)

The Airport defines the ROFAs for Runway 13/31 and Runway 18/36 as the area that is within 400 feet from the centerline of Runway 13-31 and Runway 18-36 and extend 1,000 feet from the runway ends. Signs, embankments, or equipment within the ROFA must comply with the frangible requirements as stated in Advisory Circular 150/5220-23, *Frangible Connections*. Mobile construction equipment will be in the vicinity of the active Runway 8/26 ROFA throughout the course of construction. No parking of equipment or material stockpiles will be permitted within the ROFA.

C. TAXIWAY SAFETY AREA (TSA)

The Airport defines the TSAs for all taxiways as the area that is within 85.5 feet from the centerline.. No construction activities will be allowed within the safety area of any active taxiway.

D. TAXIWAY OBJECT FREE AREA (TOFA)

The Airport defines the TOFAs for all taxiways as the area that is within 129.5 feet from the centerline of the taxiway . Signs, embankments, or equipment within the TOFA must comply with the frangible requirements as stated in Advisory Circular 150/5220-23, *Frangible Connections.* Mobile construction equipment will be in the vicinity of the active TOFAs of the Airport throughout construction. No parking of equipment or material stockpiles will be permitted within the TOFA.

E. OBSTACLE FREE ZONE (OFZ)

Brownsville South Padre Island International Airport defines the OFZs for Runways 13/31 and 18/36 within 200 feet of the centerlines of each runway and extend 200 feet beyond the runway ends. Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If it is necessary to enter the OFZ, it would be necessary to coordinate with the FAA.

F. RUNWAY APPROACH/DEPARTURE SURFACES

All personnel, materials, and/or equipment must remain clear of the applicable active threshold surfaces as defined in Advisory Circular 150/5300-13B.

19. OTHER LIMITATIONS ON CONSTRUCTION

A. PROHIBITIONS

This CSPP prohibits the use of tall equipment, such as cranes or concrete pumps, until the Contractor notifies the Engineer of the need and the Engineer files the required 7460-1 form using the FAA OE/AAA website prior to commencing work. The Contractor must allow 30 days for submission/review/approval and a 7460-1 determination letter is issued for such equipment.

This CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the Airport operator and ARFF Chief has approved their use.

This CSPP prohibits the use of flare pots within the AOA at any time. This CSPP also prohibits the use of electrical blasting caps on or within 1,000 feet of the Airport property.

B. RESTRICTIONS

Construction suspension may be required during specific Airport Operations. Project areas may be worked on simultaneously only if approved by the Engineer and Airport Operations Manager. Night construction may only be performed if approved by the Engineer and Airport Operations Manager. Construction operations shall only be allowed in weather conditions compliant with the project specifications.

AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION

1. COORDINATION

-ALL COORDINATION WILL TAKE PLACE THROUGH THE RESIDENT ENGINEER AND BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT (BRO) OPERATIONS MANAGER. NO CLOSURES WITHIN THE MOVEMENT AREAS WILL BE PERMITTED WITHOUT A NOTAM IN PLACE FOR EACH SPECIFIC CLOSURE. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL GIVE 72 HOURS ADVANCE NOTICE TO THE RESIDENT ENGINEER AND AIRPORT OPERATIONS FOR FILING OF ALL NOTAMS.
-A WEEKLY CONSTRUCTION PROGRESS MEETING WILL BE REQUIRED TO DISCUSS ALL OPERATIONAL SAFETY TOPICS THAT HAVE BEEN AFFECTED OR WILL BE AFFECTED IN THE NEAR FUTURE. IN ATTENDANCE WILL BE THE CONTRACTOR, ENGINEER, AND BRO PERSONNEL.
-ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE ENGINEER AND BRO OPERATIONS MANAGERS. ALL PARTIES WILL EVALUATE THE IMPACT OF THE CHANGE AND WILL DETERMINE THE MEASURES NEEDED TO MAINTAIN A SAFE CONSTRUCTION SITE.
-THE FAA AIR TRAFFIC OPERATORS WILL BE NOTIFIED IMMEDIATELY IF ANY CHANGES AFFECT AIRCRAFT MOVEMENT. ALL COMMUNICATIONS WITH THE FAA TOWER WILL BY HANDLED BY AIRPORT OPERATIONS.
-AIRPORT RUNWAYS AND TAXIWAYS SHOULD REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE.
-AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK SHOULD BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION.
-CONSTRUCTION THAT IS WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON MUST BE PERFORMED WHEN THE RUNWAY, TAXIWAY, OR APRON IS CLOSED OR USE-RESTRICTED AND INITIATED ONLY WITH PRIOR PERMISSION FROM THE AIRPORT OPERATOR AND WITH PROPER NOTAMS IN PLACE.
-THE CONTRACTING OFFICER, AIRPORT OPERATOR, OR OTHER DESIGNATED AIRPORT REPRESENTATIVE MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS; MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION; BARRICADE ANY OPEN TRENCHES AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

2. PHASING

-THIS PROJECT CONSISTS OF FIVE PHASES. SEE CONSTRUCTION SAFETY DRAWINGS FOR PHASING REQUIREMENTS.
-CONTRACTOR TO NOTIFY ENGINEER AND BRO OPERATIONS MANAGER IF A CHANGE IN SCHEDULE IS NEEDED.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

-ALL WORK WITHIN AIRPORT OPERATIONS AREA (AOA) SHALL CONFORM TO ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
-CONTRACTOR SHALL ADHERE TO REQUIREMENTS AS MENTIONED ON THIS SHEET, THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP), AND CONSTRUCTION SAFETY DRAWINGS. THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, EMERGENCY ACCESS ROUTES, AIRCRAFT ROUTES, PEDESTRIAN ROUTES, CONSTRUCTION ACCESS ROUTES, CONSTRUCTION LIMITS, AND BARRICADE LOCATIONS.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

-NAVIGATIONAL AIDS INCLUDE INSTRUMENT LANDING SYSTEM COMPONENTS AND VERY HIGH-FREQUENCY OMNIDIRECTIONAL RANGE, AIRPORT SURVEILLANCE RADAR. SUCH RESTRICTED AREAS ARE DEPICTED ON CONSTRUCTION PLANS.
-DURING CONSTRUCTION, NO NAVAID EQUIPMENT WILL BE RELOCATED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NAVAIDS AND WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AIRPORT.

5. CONTRACTOR ACCESS

-CONTRACTOR SHALL NOT HAVE UNESCORTED ACCESS TO THE AOA, UNLESS OTHERWISE APPROVED THROUGH THE AIRPORT BADGING PROCESS. WHENEVER CONTRACTOR IS WORKING IN OR NEAR THE AOA, CONTRACTOR SHALL HAVE ESCORT PROVIDED BY AIRPORT OPERATIONS AT ALL TIMES, UNLESS OTHERWISE APPROVED THROUGH THE AIRPORT BADGING PROCESS. CONTRACTOR SHALL GIVE AIRPORT OPERATIONS 72 HOUR NOTICE WHEN AN ESCORT IS REQUIRED.
-CONTRACTOR HAS ACCESS TO TWO (2) GATES TO ENTER THE AIRPORT. SEE CONSTRUCTION SAFETY DRAWINGS FOR GATE LOCATION. CONTRACTOR SHALL PROVIDE A GATE GUARD AT THIS GATE ALL ALL TIMES WHEN GATE IS NOT CLOSED AND LOCKED.
-CONTRACTOR MOVEMENT SHALL BE RESTRICTED TO THE PRE-DETERMINED ACCESS ROUTES AS SHOWN ON CONSTRUCTION SAFETY DRAWINGS.
-ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST BE IDENTIFIED CLEARLY WITH 8-INCH (MINIMUM) BLOCK-TYPE CHARACTERS OF A CONTRASTING COLOR AND EASY TO READ. IN ADDITION, VEHICLES MUST DISPLAY IDENTIFICATION MEDIA, AS SPECIFIED IN THE APPROVED AIRPORT SECURITY PLAN.
-ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST HAVE FLAG (DAY ONLY) OR BEACON (DAY AND NIGHT) ATTACHED TO THE VEHICLE.
-CONTRACTOR IS REQUIRED TO ADHERE TO ALL RULES AND REGULATIONS AS SET BY BRO AND ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
-ALL APPROVED DRIVERS MUST ATTEND AND PASS THE AIRPORTS DRIVING CLASS TEST. THIS TRAINING IS REQUIRED FOR ALL PERSONNEL THAT WOULD BE REQUIRED TO EITHER BE BADGED OR PLAN ON OPERATING A VEHICLE IN THE AOA.
-VEHICLE TRAFFIC LOCATED IN OR CROSSING AN ACTIVE MOVEMENT AREA MUST BE ESCORTED BY AIRPORT OPERATIONS WHO WILL BE IN RADIO CONTACT WITH THE TOWER, UNLESS OTHERWISE APPROVED THROUGH THE AIRPORT BADGING PROCESS. THE DRIVER, THROUGH PERSONAL OBSERVATION, SHOULD CONFIRM THAT NO AIRCRAFT IS APPROACHING THE VEHICLE POSITION. CONTRACTOR PERSONNEL MAY OPERATE IN THE MOVEMENT AREA WITHOUT TWO-WAY RADIO COMMUNICATION PROVIDED A NOTAM IS ISSUED CLOSING THE AREA AND THE AREA IS PROPERLY MARKED TO PREVENT INCURSIONS. CONTINUOUS MONITORING IS REQUIRED ONLY WHEN EQUIPMENT MOVEMENT IS NECESSARY IN CERTAIN AREAS. CONTRACTOR SHALL NOT COMMUNICATE DIRECTLY WITH THE TOWER OR CTAF. ALL TOWER COMMUNICATION SHALL BE PERFORMED BY AIRPORT OPERATIONS.
-CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE PROJECT ENGINEER AND AIRPORT OPERATIONS PRIOR TO ENTERING ANY ACTIVE SURFACE SAFETY AREAS OR OBJECT FREE AREAS.
-CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER EMPLOYEES OR ANY UNAUTHORIZED PERSONS ARE RESTRICTED FROM ENTERING AN AIRPORT AREA THAT WOULD BE HAZARDOUS.

6. WILDLIFE MANAGEMENT

-CONTRACTOR SHALL ADHERE TO ALL WILDLIFE MANAGEMENT PRACTICES AS STATED IN ADVISORY CIRCULAR 150/5200-33, HAZARDOUS WILDLIFE ATTRACTIONS ON OR NEAR AIRPORTS, AND CERTALERT 98-08, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE.
-CONTRACTOR IS RESPONSIBLE FOR COMPLETING A DAILY INSPECTION OF TRASH AND OR FOREIGN OBJECTS ON THE CONSTRUCTION SITE THAT MIGHT ATTRACT WILDLIFE.
-CONTRACTOR IS RESPONSIBLE FOR COMPLETING A DAILY INSPECTION OF STANDING WATER THAT MIGHT ATTRACT WILDLIFE ONTO THE CONSTRUCTION SITE.
-CONTRACTOR SHALL MAINTAIN ALL FENCES AND GATES THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE RESIDENT ENGINEER.
-CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER WHEN A WILDLIFE SIGHTING HAS OCCURRED ON THE PROJECT SITE.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

-CONTRACTOR SHALL KEEP ALL PAVEMENTS IN THE AOA INCLUDING APRONS, TAXIWAYS, AND RUNWAYS FREE FROM FOD AT ALL TIMES TO PREVENT ANY DEBRIS FROM BEING INGESTED INTO AN AIRCRAFT'S ENGINE OR ANY DEBRIS FROM BEING LAUNCHED DUE TO JET BLAST.
-CONTRACTOR IS REQUIRED TO CONTINUALLY MONITOR AND MAINTAIN FOD TO THE SATISFACTION OF THE ENGINEER.
-PRIOR TO OPENING ANY PAVEMENT TO AIRCRAFT, THE CONTRACTOR, ENGINEER, AND AIRPORT OPERATIONS SHALL CONDUCT A SWEEP OF THE PAVEMENT TO VERIFY THAT THE PAVEMENT IS FREE FROM FOD.
-THE CONTRACTOR IS ADVISED THAT DUST CONTROL, CLEANUP OF ACTIVE PAVEMENTS, TRACKING DEBRIS ONTO ACTIVE PAVEMENT AND GENERAL JOBSITE CLEANLINESS IS A SERIOUS SAFETY CONCERN. FOREIGN OBJECT DEBRIS (FOD) IS CONSIDERED AS ANY ITEM THAT COULD POSSIBLY IMPACT THE OPERATIONS OF AN AIRPORT OR ROADWAY. FOD COULD CAUSE INJURY OR DEATH THROUGH INGESTION IN MOVING AIRCRAFT ENGINES. SPECIFIC ITEMS OF CONCERN INCLUDE, BUT ARE NOT LIMITED TO; ANY PACKAGING FROM MATERIAL INSTALLATION, GRAVEL LEFT ON ACTIVE PAVEMENTS, DUST TRACKED ONTO ACTIVE PAVEMENTS, HAND TOOLS, HARDWARE DROPPED, ETC.

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

-CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER AND AIRPORT EMERGENCY PERSONNEL IF HAZARDOUS MATERIALS ARE ENCOUNTERED ON THIS PROJECT.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

AGENCY NAME	AGENCY TYPE	TELEPHONE
AIRPORT EMERGNECY	AIRCRAFT RESCUE AND FIRE FIGHTING	(956) 546-3195 OR 911
POLICE DEPARTMENT	POLICE DEPARTMENT	(956) 548-7044 OR 911
FIRE PROTECTION	FIRE DEPARTMENT	(956) 547-6565 OR 911
VALLEY MED URGENT CARE	URGENT CARE	(956) 546-2000 OR 911
VALLEY BAPTIST MEDICAL CENTER	HOSPITAL	(956) 698-5400 OR 911
AIRPORT ADMINISTRATIVE/BADGING	AIRPORT ADMINISTRATION	(956) 542-4373
BRO AIRPORT OPERATIONS	AIRPORT OPERATIONS	(956) 459-1808

BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE RESIDENT ENGINEER AND AIRPORT OPERATIONS, GIVE NOTICE USING THE NOTICE TO AIR MISSION (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. THE NOTAM SHOULD STATE THAT, "PERSONNEL AND EQUIPMENT ARE WORKING ADJACENT TO RUNWAY 13-31 AND ASSOCIATED TAXIWAY CONNECTORS." ALL NOTAMS SHALL BE ISSUED BY BRO. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST COORDINATE WITH THE RESIDENT ENGINEER AND VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM. THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT, THE CONTRACTOR MUST:

A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
B. CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED IN ADVISORY CIRCULAR 150/5370-2G OR ANY OF THE REFERENCES THEREIN.
C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.
D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.
E. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS, PROVISIONS, AND PROCEDURES OUTLINED IN CONSTRUCTION SAFETY PHASING PLAN (SEE DIVISION 6 OF THE CONTRACT DOCUMENTS).

-ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RESIDENT ENGINEER AND BRO OPERATIONS MANAGER SO THAT NOTAMS CAN BE ISSUED, MAINTAINED, AND CANCELED.
-IN AN EVENT OF AN EMERGENCY, CONTRACTOR SHALL NOTIFY ENGINEER, AIRPORT OPERATIONS, AND AIRPORT EMERGENCY.

10. INSPECTION REQUIREMENTS

-CONTRACTOR SHALL COMPLETE A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE BY COMPLETING THE CHECKLIST PROVIDED IN ADVISORY CIRCULAR 150/5370-2G, APPENDIX D, CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST.
-THE CONTRACTOR, ENGINEER AND AIRPORT OPERATOR MUST PERFORM ONSITE INSPECTIONS THROUGHOUT THE PROJECT, WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES, WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR PROJECT SCOPE CHANGE.
-CONTRACTOR SHALL COMPLETE A FINAL INSPECTION FOR SAFETY ON THE PROJECT SITE AT THE END OF EACH PHASE.

11. APPROACH CLEARANCE TO RUNWAYS

-RUNWAY THRESHOLDS MUST PROVIDE AN UNOBSTRUCTED APPROACH SURFACE OVER EQUIPMENT AND MATERIALS. (REFER TO CHAPTER 3 IN ADVISORY CIRCULAR 150/5300-13B, AIRPORT DESIGN, FOR GUIDANCE.

12. RUNWAY AND TAXIWAY VISUAL AIDS

-FLASHER BARRICADES, CLOSED 'X' MARKINGS AND RUNWAY CLOSURE MARKERS (RCMS) ARE TO BE PLACED AS DETAILED IN THE PLANS AND IN ALL DESIGNATED AREAS AS SHOWN ON THE CONSTRUCTION SAFETY DRAWINGS.
-APPROVED FLASHER BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. -CLOSED 'X' MARKINGS SHALL BE PROVIDED BY THE CONTRACTOR AND MAINTAINED BY THE CONTRACTOR. (RCMS) SHALL BE PROVIDED BY THE CONTRACTOR AND MAINTAINED BY THE CONTRACTOR.
-CONTRACTOR TO COVER ALL TAXIWAY EDGE LIGHTS, TAXIWAY SIGNS, RUNWAY SIGNS, AND APRON EDGE LIGHTS FOR AREAS CLOSED BY NOTAM TO THE APPROVAL OF THE ENGINEER.

13. MARKING AND SIGNS FOR ACCESS ROUTES

-ALL REQUIRED SIGNS AND MARKINGS SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-18G, STANDARD FOR AIRPORT SIGN SYSTEMS, OR THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
-ALL SIGNS ADJACENT TO AREAS USED BY AIRCRAFT MUST COMPLY WITH THE FRANGIBLE REQUIREMENTS AS STATED IN ADVISORY CIRCULAR 150/5220-23, FRANGIBLE CONNECTIONS.

14. HAZARD MARKINGS AND LIGHTING

-PRIOR TO CLOSING ANY AREAS IN THE AOA TO AIRCRAFT OR EMERGENCY TRAFFIC, CONTRACTOR MUST CLEARLY MARK AND DEFINE CLOSED AREAS WITH WARNING LIGHTS, BARRICADES, CLOSED 'X' MARKINGS, RCMS, AND FLAGS TO THE APPROVAL OF THE RESIDENT ENGINEER. CONTRACTOR TO REFER TO CONSTRUCTION SAFETY DRAWINGS.
-HAZARDOUS AREAS ON THE MOVEMENT AREA WILL BE MARKED WITH FLASHER BARRICADES. THESE BARRICADES RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, IDENTIFY HAZARDOUS AREAS WITH RED FLASHING LIGHTS.
-OPEN TRENCHES AND EXCAVATIONS MUST BE PROMINENTLY MARKED WITH RED OR ORANGE FLAGS AND LIGHTS AS APPROVED BY THE ENGINEER.

15. PROTECTION OF RUNWAY AND TAXIWAY AREAS

-SAFETY AREAS - CONTRACTOR SHALL NOT IMPEDE ON THE SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTAM.
-OBJECT FREE AREAS - CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THIS AREA. ALL OBJECTS OR MATERIALS ADJACENT TO THIS AREA SHALL BE PROPERLY MARKED/LIT PER ADVISORY CIRCULAR 150/5370-2G. CONTRACTOR CANNOT WORK IN ACTIVE TAXIWAY OBJECT FREE AREA WITHOUT WING WALKERS TO MAINTAIN A 5' CLEARANCE FROM THE WINGSPAN OF THE AIRCRAFT TO CONSTRUCTION EQUIPMENT OR MATERIAL.
-OBSTACLE FREE ZONE- CONTRACTOR TO PREVENT PERSONNEL, MATERIAL, AND/OR EQUIPMENT FROM PENETRATING THE OBSTACLE FREE ZONE AS DEFINED IN ADVISORY CIRCULAR 150/5300-13A.

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT - RUNWAY 13-31

-RUNWAY SAFETY AREA (RSA)	250' FROM CENTERLINE OF RUNWAY
-RUNWAY EXTENDED SAFETY AREA (RSA)	1,000' FROM THE RUNWAY END
-RUNWAY OBJECT FREE AREA (ROFA)	400' FROM CENTERLINE RUNWAY

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT - RUNWAY 18-36

-RUNWAY SAFETY AREA (RSA)	250' FROM CENTERLINE OF RUNWAY
-RUNWAY EXTENDED SAFETY AREA (RSA)	1,000' FROM THE RUNWAY END
-RUNWAY OBJECT FREE AREA (ROFA)	400' FROM CENTERLINE RUNWAY

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT - TAXIWAYS

-TAXIWAY SAFETY AREA (TSA)	85.5' FROM CENTERLINE TAXIWAY
-TAXIWAY OBJECT FREE AREA (TOFA)	129.5' FROM CENTERLINE TAXIWAY

16. AIRPORT SECURITY

-CONTRACTOR SHALL ADHERE TO AIRPORT SECURITY REQUIREMENTS AT ALL TIMES. SECURITY IDENTIFICATION BADGES AND RELATED AIRPORT FAMILIARIZATION REQUIREMENTS ARE MANDATORY. KEY CONSTRUCTION SUPERINTENDENTS AND ANY OTHER PERSONNEL DEEMED NECESSARY BY THE AIRPORT SHALL BE REQUIRED TO BE BADGED BY THE AIRPORT, COMPLETE A SECURITY CLASS AND AN AIRPORT DRIVING CLASS AT THE EXPENSE OF THE CONTRACTOR PRIOR TO CONSTRUCTION. UNBADGED CONSTRUCTION PERSONNEL SHALL BE ESCORTED AT ALL TIMES DURING AIRSIDE CONSTRUCTION.

17. OTHER LIMITATIONS ON CONSTRUCTION

ADDITIONAL LIMITATIONS ON CONSTRUCTION INCLUDE:

A. PROHIBITING OPEN-FLAME WELDING OR TORCH CUTTING OPERATIONS UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS HAVE BEEN AUTHORIZED BY THE AIRPORT OPERATOR (AS TAILORED TO CONFORM TO LOCAL REQUIREMENTS AND RESTRICTIONS).
B. PROMINENTLY MARKING OPEN TRENCHES, EXCAVATIONS, AND STOCKPILED MATERIALS AT THE CONSTRUCTION AND LIGHTING THESE OBSTACLES DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.
C. MARKING AND LIGHTING CLOSED, DECEPTIVE, AND HAZARDOUS AREAS ON AIRPORTS, AS APPROPRIATE.
D. CONSTRAINING STOCKPILED MATERIAL TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECAST WIND CONDITIONS.
E. NO USE OF TALL EQUIPMENTS (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 DETERMINATION LETTER IS ISSUED FOR SUCH EQUIPMENT.
F. NO USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000' OF THE AIRPORT PROPERTY.
G. NO USE OF FLARE POTS WITHIN THE AOA.

18. DUST CONTROL

CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FROM THE CONSTRUCTION SITE AT ALL TIMES. CONTRACTOR SHALL HAVE A WATER TRUCK AND OPERATOR AVAILABLE 24 HOURS A DAY TO CONTROL DUST. THE PROJECT'S LOCATION IS NEAR ACTIVE RUNWAYS AND HIGHWAYS AND IS IN A LOCATION THAT EXPERIENCES HIGH WIND. IT IS CRITICAL FOR THE CONTRACTOR TO KEEP DUST TO AN ABSOLUTE MINIMUM BOTH DURING CONSTRUCTION, AND AFTER CONSTRUCTION UNTIL THE EXPOSED SURFACES CONTAIN SUSTAINABLE VEGETATION. CONTRACTOR SHALL PROVIDE THE RESIDENT ENGINEER AND AIRPORT OPERATIONS WITH A CONTACT FOR 24 HOUR DUST CONTROL.

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

L:\BRO\Seal Coat Runway 13-31 FY 22\CAD\PLANS\
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Jun 21, 2023 - 10:10am
Fernando.Valenzuela

JVIATION®
A WOOLPERT COMPANY

Brownsville South Padre Island International Airport

City of Brownsville On the Border, By the Sea

DES:	D.W.C.
DR:	D.W.C.
CH:	C.L.G.
APP:	M.J.L.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.D.C.	06/18/2023	ISSUED FOR BID

SEAL COAT RUNWAY 13-31

CONSTRUCTION LAYOUT PLAN AND SAFETY DRAWING

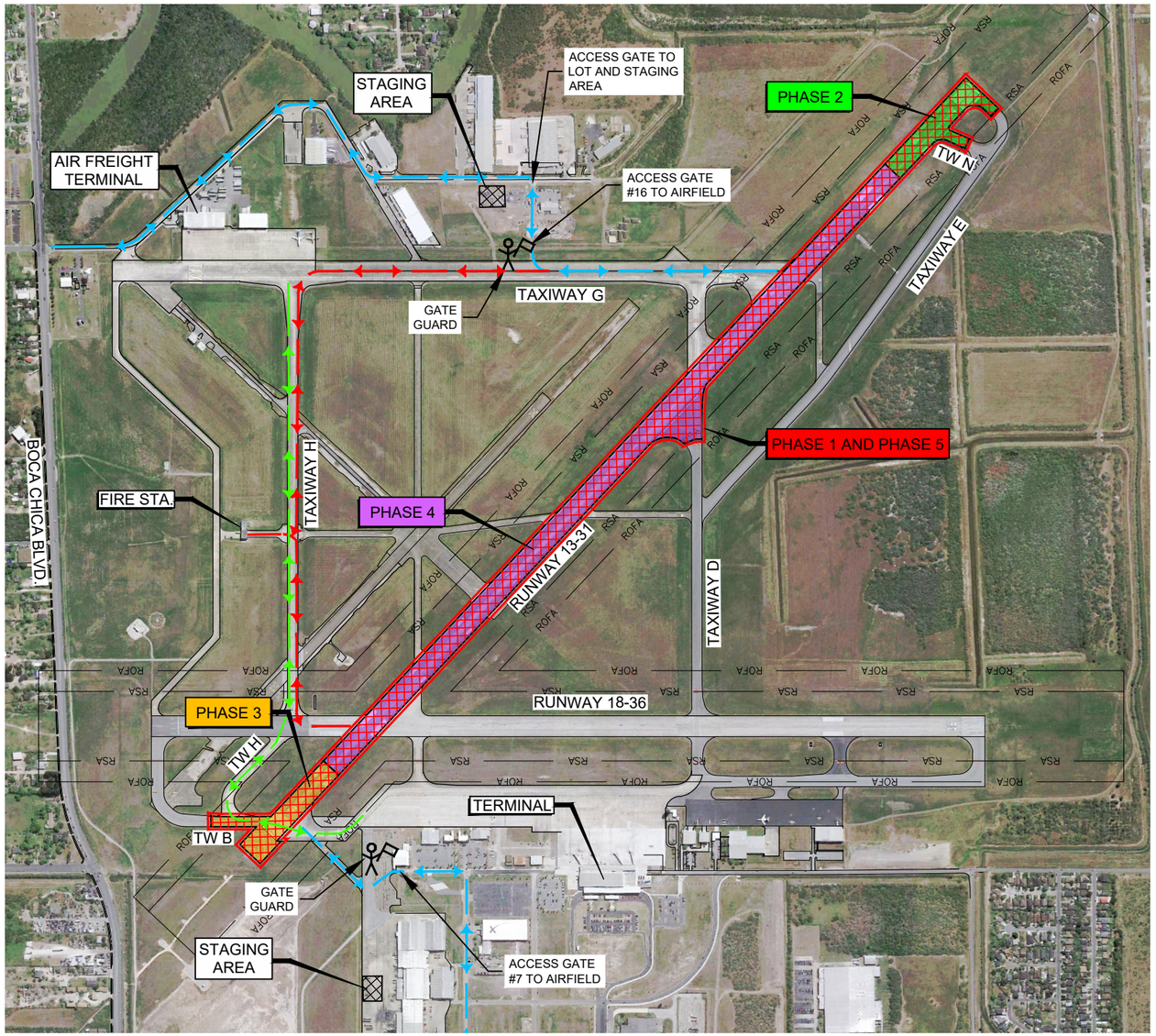
SHEET NAME: G004

SHEET NO.: 4 of 23

AIP PROJ. NO.: 3-48-0031-058-2023

JVIATION PROJ. NO.: 10015970.00

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PHASE	DURATION	2023 (0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16)
SCHEDULE I - PHASE 1	3 CALENDAR DAYS	
SCHEDULE I - PHASE 2	2 CALENDAR DAYS	
SCHEDULE I - PHASE 3	2 CALENDAR DAYS	
SCHEDULE I - PHASE 4	6 CALENDAR DAYS	
SCHEDULE I - PHASE 5	3 CALENDAR DAYS	

SCHEDULING NOTES:

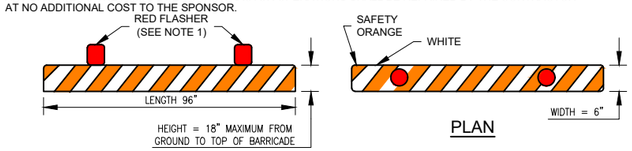
1. EACH PROJECT PHASE MUST BE COMPLETED IN ITS ENTIRETY PRIOR TO STARTING THE NEXT CONSTRUCTION PHASE UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER AND SPONSOR. CONTRACTOR SHALL NOT PROCEED TO THE NEXT CONSTRUCTION PHASE WITHOUT THE WRITTEN AUTHORIZATION OF THE PROJECT ENGINEER.
2. ALL PHASES SHALL BE COMPLETED DURING NIGHT TIME HOURS FROM 12:00 A.M. TO 5:30 A.M. WHEN RUNWAY 13-31 IS CLOSED TO AIR TRAFFIC.
3. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
4. CONTRACTOR SHALL COMPLETE SEAL COATING OPERATIONS AT SUCH A TIME NIGHTLY TO ENSURE THAT THE SEAL COAT HAS TIME TO BREAK, IS NOT TACKY, AND OBTAINS PASSING FRICTION TESTING RESULTS BEFORE THE 5:45 A.M. OPENING. IF CONTRACTOR DOES NOT OPEN RUNWAYS AT THE EXPRESSED OPENING TIME, THERE WILL BE AN INCURRED COST OF $250 FOR EVERY 15 MINUTES.
5. IT IS ANTICIPATED THAT RUNWAY 18/36 WILL BE CLOSED FOR CONSTRUCTION DURING THIS PROJECT. THE CONTRACTOR SHALL COORDINATE AND WORK COOPERATIVELY WITH THE CONTRACTOR(S) ON THE ADJACENT PROJECT.

HAUL ROUTE NOTES:

1. SITE ACCESS, HAUL ROUTES, STAGING AREAS, AND MATERIAL STOCKPILE AREAS SHALL BE AS DESIGNATED ON THE PLANS. THE CONTRACTOR SHALL NOT DEVIATE FROM THESE DESIGNATED LOCATIONS WITHOUT THE WRITTEN APPROVAL OF THE AIRPORT AND RPR.
2. DURING CONSTRUCTION, THE CONTRACTOR SHALL, TO THE MAXIMUM EXTENT POSSIBLE, MINIMIZE DISTURBANCES AND TAKE CARE NOT TO CAUSE DAMAGE TO ANY CONSTRUCTION AREAS OR ACCESS ROUTES. THIS INCLUDES ANY PAVEMENT, HAUL/ACCESS ROADS, AND ANY INFIELD/SAFETY AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES OR ROADS, INCLUDING RUTS FROM VEHICLE OR EQUIPMENT TRAFFIC. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE SPONSOR AND TO THE SATISFACTION OF THE ENGINEER.
3. THE CONTRACTOR SHALL MAINTAIN THE HAUL ROUTES DURING CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT THE HAUL ROUTES ARE FREE OF ANY FOREIGN OBJECT DEBRIS (FOD) PRIOR TO REOPENING CLOSED AREAS OF THE AIRFIELD EACH MORNING. ANY FOD OBSERVED DURING INSPECTIONS OF THE PAVEMENTS SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR.

LIGHTED RUNWAY CLOSURE MARKER (RCM) NOTES:

1. THE CONTRACTOR SHALL PROVIDE TWO LIGHTED RUNWAY CLOSURE MARKERS (RCM'S) AND COORDINATE THE USE OF TWO AIRPORT-OWNED RCM'S WITH THE AIRPORT FOR PHASES WHEN VOTH RUNWAYS ARE CLOSED. THE RCM'S SHALL BE CERTIFIED TO MEET THE REQUIREMENTS OF FAA SPECIFICATION L-893. DURING CONSTRUCTION, THE CONTRACTOR SHALL PLACE THE MARKERS OVER RUNWAY DESIGNATION NUMBERS AT ALL TIMES WHEN THE RUNWAY IS CLOSED TO AIR TRAFFIC. THE CONTRACTOR SHALL FURNISH ALL ALL FUEL, COMPLETE OIL CHANGES, REPLACE FILTERS AND LAMPS, AND PROVIDE ANY OTHER MAINTENANCE OR REPAIRS NECESSARY DURING THE PROJECT. ALL COSTS ASSOCIATED WITH THE PROCUREMENT/RENTAL, DELIVERY, USE, OPERATION, AND MAINTENANCE OF RCM'S SHALL BE INCIDENTAL TO CONSTRUCTION.
2. RCM'S SHALL BE PORTABLE, TRAILER-MOUNTED, GENERATOR-POWERED UNITS CAPABLE OF PRODUCING A LIGHTED, FLASHING CROSS.
3. ANY DAMAGE TO THE RCM'S DUE TO CONTRACTOR OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR.



ELEVATION

PLAN

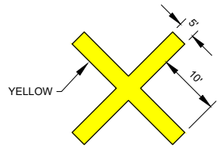
1 — LOW-PROFILE BARRICADE DETAIL AND NOTES
N.T.S.

BARRICADE NOTES:

1. FLASHERS TO BE BATTERY OPERATED. LENS TO BE RED AND BE ABLE TO ROTATE 90°. NEUBERT AERO CORP. (NAC) - 360 DEGREE RED-TYPE D HAZARD SOLAR POWERED DUAL FUNCTION AND/OR APPROVED EQUAL BY ENGINEER AND CPR OPERATIONS.
2. FACING OF LOW-PROFILE BARRICADE TO BE COVERED WITH REFLECTIVE MATERIAL.
3. LOW-PROFILE BARRICADES TO BE PLACED END TO END ALONG OPERATIONAL PAVEMENT, ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE ENGINEER.
4. FLASHERS SHALL BE SECURED TO THE BARRICADES, AS APPROVED BY ENGINEER AND AIRPORT OPERATIONS. ALTERNATE FLASHER LENSES SO THAT EVERY OTHER LENS IS ROTATED 90°.
5. LOW-PROFILE BARRICADES SHALL BE OF LOW MASS, EASILY COLLAPSIBLE UPON CONTACT WITH AN AIRCRAFT OR ANY OF ITS COMPONENTS, AND WEIGHTED OR STURDILY ATTACHED TO THE SURFACE. IF AFFIXED TO THE SURFACE, THE BARRICADE MUST BE FRANGIBLE AT GRADE LEVEL OR LOW AS POSSIBLE, BUT NOT TO EXCEED 3 INCHES ABOVE THE GROUND. THE CONTRACTOR IS TO REPAIR ANY SURFACE DAMAGE IF BARRICADE IS AFFIXED TO THE SURFACE. NEUBERT AERO CORP. (NAC) 8 FT AIRPORT LOW PROFILE BARRICADES AND/OR APPROVED EQUAL BY ENGINEER AND CPR OPERATIONS.
6. THE CONTRACTOR SHALL MAINTAIN ALL BARRICADES DURING DAYLIGHT HOURS. CONTRACTORS SHALL ALSO PROVIDE THE AIRPORT SPARE BATTERIES AND LIGHT BULBS FOR EMERGENCY MAINTENANCE.
7. BARRICADES TO BE PLACED IN LOCATIONS AS SHOWN ON PLANS AND AS DIRECTED BY THE ENGINEER THROUGHOUT THE PROJECT.

PHASING LEGEND

- SCHEDULE I - PHASE 1
- SCHEDULE I - PHASE 2
- SCHEDULE I - PHASE 3
- SCHEDULE I - PHASE 4
- SCHEDULE I - PHASE 5
- CONTRACTOR STAGING/MATERIAL STORAGE AREA
- LIGHTED RUNWAY CLOSURE MARKER (RCM)
- CONTRACTOR HAUL ROUTE
- AIRCRAFT TAXI ROUTE
- LIFE AND SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- FLAGGER



CONSTRUCT CLOSED TAXIWAY "X" WITH ANY OF THE FOLLOWING: DOUBLE-LAYERED YELLOW SNOW FENCE, COLORED PLASTIC, PAINTED SHEETS OF PLYWOOD OR SIMILAR MATERIALS. CONTRACTOR TO ENSURE THAT MATERIALS ARE PROPERLY CONFIGURED AND SECURED TO PREVENT MOVEMENT FROM JET BLAST OR WIND. SEE SHEETS G008 THRU G014 FOR PLACEMENT OF CLOSED TAXIWAY "X".

1 / G010 — CLOSED TAXIWAY "X" DETAIL
N.T.S.

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

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NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

L:\BRO\Seal Coat Runway 13-31 FY 22\GIS\PLANS\000-BRO-AIP-058-2205-PHAS-OVRL.dwg Jan 27, 2023 - 10:53am Fernando.Valenciano

JVIATION® A WOOLPERT COMPANY

BRO Brownsville South Padre Island International Airport — Brownsville On the Border. By the Sea.

DES: F.V.
DR: F.V.
CH: C.L.G.
APP: S.D.C.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
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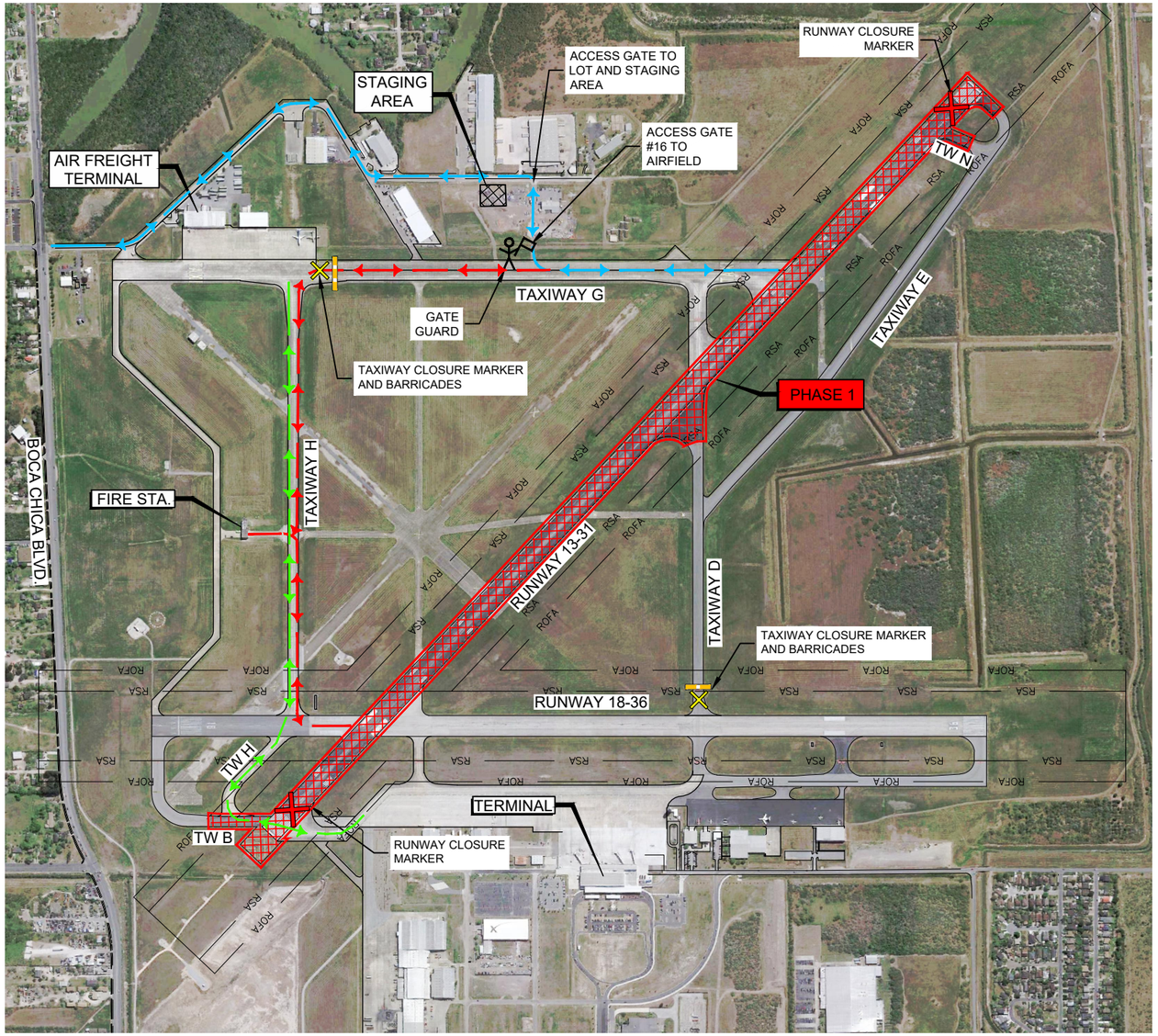
SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
OVERALL PHASING PLAN

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G005
SHEET NO. 5 of 23

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CONSTRUCTION PHASING NOTES - PHASE 1 TOTAL PROJECT (16 CALENDAR DAYS)

PHASE 1	MAJOR WORK TO BE COMPLETED	PHASE NOTES
SCHEDULE I - PHASE 1 3 CALENDAR DAYS CONTRACTOR SHALL HAVE ACCESS FROM 12:00 A.M. UNTIL 5:30 A.M. CONTRACTOR SHALL COMPLETE WORK BY 5:30 A.M. FOR 5:45 A.M. RUNWAY OPENING. ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS: • ENTIRE RUNWAY COMPLEX TO BE CLOSED BETWEEN THESE PERIODS	SCHEDULE I - PHASE 1 -PLACE LIGHTED RUNWAY CLOSURE MARKERS -ROUT AND SEAL CRACKS -RUBBER REMOVAL -PLACE P-608-R TEST SECTIONS -REMOVE LIGHTED RUNWAY CLOSURE MARKERS	PHASE 1 1. AREAS OF CRACK SEAL SHALL BE INDENTIFIED IN THE FIELD BY THE RPR. 2. CRACKS SHALL BE BLOWN CLEAN WITH COMPRESSED AIR FOLLOWING ROUTING AND ALL DEBRIS SHALL BE REMOVED FROM THE PAVEMENT SURFACE PRIOR TO REOPENING THE RUNWAY. 3. RUBBER REMOVAL SHALL BE COMPLETED IN SUCH A MANNER SO AS NOT TO CAUSE ANY DAMAGE TO THE EXISTING PAVEMENT. ANY PAVEMENT DAMAGE OCCURRING DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE RPR AND AT NO ADDITIONAL COST TO THE SPONSOR. 4. IT IS ANTICIPATED THAT THE AIRPORT WILL BE CLOSED NIGHTLY, BOTH RUNWAYS FROM 12:00 A.M. UNTIL 5:30 A.M.

IMPACTS ON OPERATIONS

1. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
2. THE CONTRACTOR SHALL GIVE A MINIMUM OF 72 HOURS NOTICE WHEN REQUESTING A CLOSURE OF ANY AIRFIELD PAVEMENTS TO ALLOW FOR APPROPRIATE NOTAMS TO BE ISSUED. NOTAMS WILL BE ISSUED BY BRO AIRPORT OPERATIONS.
3. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND ARFF VEHICLES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ARFF ACCESS TO THE RUNWAYS AT ALL TIMES.
5. NO WORK, EQUIPMENT, MATERIALS, OR PERSONNEL ARE ALLOWED IN THE SAFETY AREAS OF ANY PAVEMENT THAT IS OPEN TO AIRCRAFT.
6. ALL SAFETY AREAS AND OBJECT FREE AREAS FOR ACTIVE AIRPORT PAVEMENTS ARE OFF LIMITS TO THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM AIRPORT OPERATIONS.
7. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE BADGED GATE GUARDS ALONG CONSTRUCTION ACCESS POINTS AT AIRPORT PERIMETER GATE LOCATIONS. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
8. LIGHTED RUNWAY CLOSURE MARKERS (RCM) SHALL BE INSTALLED ON THE RUNWAY DURING CLOSURES. CONTRACTOR SHALL PROVIDE AND IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE NOTE ON SHEET G005 FOR MORE INFORMATION.
9. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER AC 150/5370-2G.
10. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND WORK PLAN FOR THIS PHASE OF WORK.
11. THE CONTRACTOR SHALL HAVE A SWEEPER OR BLOWER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.
12. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
13. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE ENGINEER PRIOR TO RE-OPENING RUNWAY 13/31. FAILURE TO MAKE THE AIRFIELD OPERATIONAL PER FAA STANDARD WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.
14. GUIDANCE SIGNS AND LIGHTS THAT LEAD TO OR THAT ARE INSIDE OF CLOSED AREAS SHALL BE DEACTIVATED OR COVERED.
15. LIQUIDATED DAMAGES HAVE BEEN ASSIGNED TO SCHEDULE I. SEE SECTION 80-08 OF THE CONTRACT DOCUMENTS.

PHASING LEGEND

- SCHEDULE I - PHASE 1
- SCHEDULE I - PHASE 2
- SCHEDULE I - PHASE 3
- SCHEDULE I - PHASE 4
- SCHEDULE I - PHASE 5
- CONTRACTOR STAGING/MATERIAL STORAGE AREA
- CONTRACTOR HAUL ROUTE
- AIRCRAFT TAXIROUTE
- LIFE AND SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- FLAGGER
- LIGHTED RUNWAY CLOSURE MARKER (RCM)
- TAXIWAY CLOSURE MARKER
- FLASHER BARRICADE

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

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FOR AND ON BEHALF OF JVIATION , INC.

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Fernando.Valenciano

JVIATION®
A WOOLPERT COMPANY

Brownsville South Padre Island International Airport
The Brownsville

DES: F.V.
DR: F.V.
CH: C.L.G.
APP: S.D.C.

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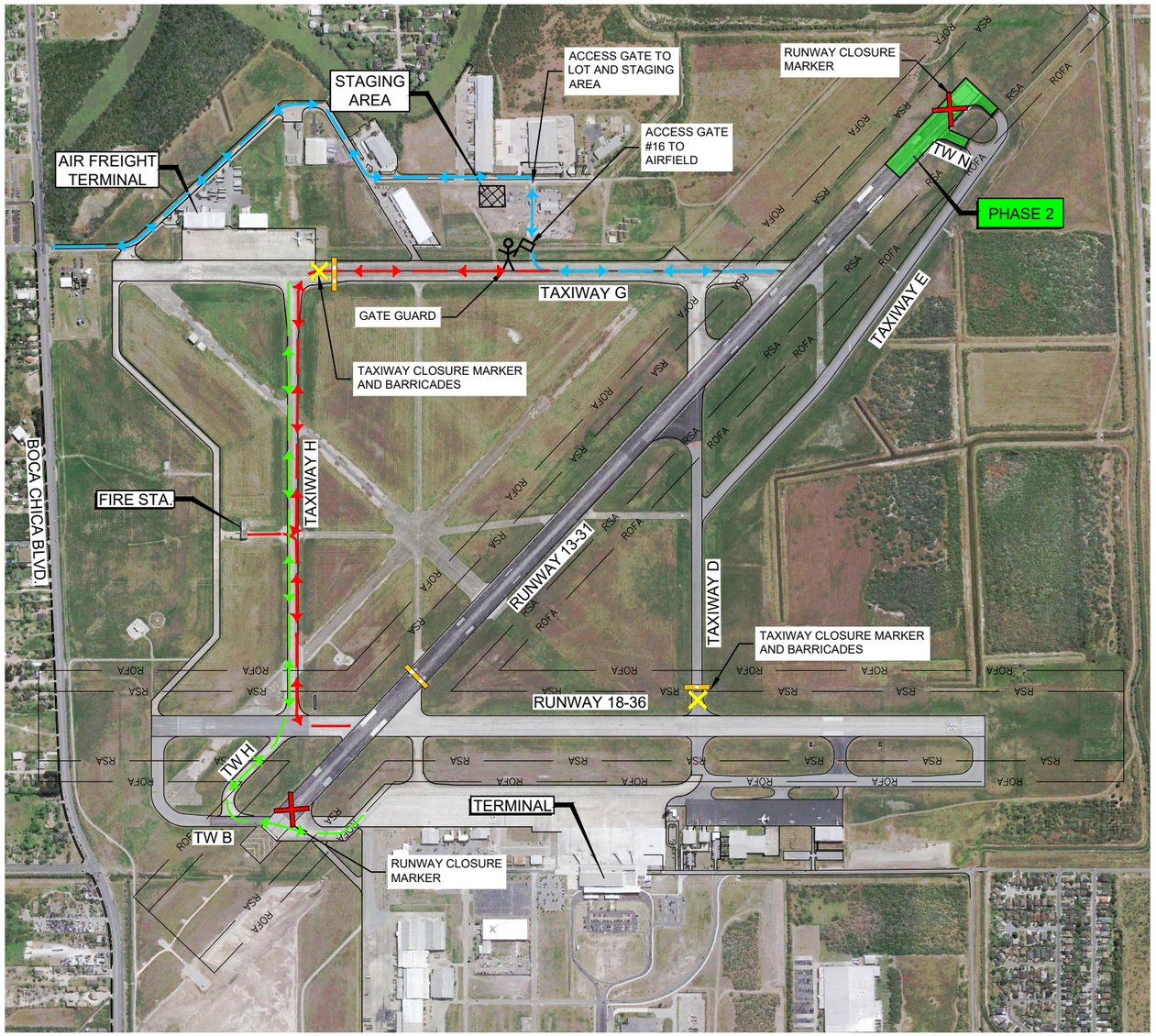
SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
PHASE 1

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G006
SHEET NO. 6 of 23

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CONSTRUCTION PHASING NOTES - PHASE 2 TOTAL PROJECT (16 CALENDAR DAYS)

PHASE 2	MAJOR WORK TO BE COMPLETED	PHASE NOTES
SCHEDULE I - PHASE 2 2 CALENDAR DAYS CONTRACTOR SHALL HAVE ACCESS FROM 12:00 A.M. UNTIL 5:30 A.M. CONTRACTOR SHALL COMPLETE WORK BY 5:30 A.M. FOR 5:45 A.M. RUNWAY OPENING. ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS: • RUNWAY 13/31 TO BE CLOSED DURING THESE PERIODS	SCHEDULE I - PHASE 2 -PLACE RUNWAY CLOSURE MARKERS -SEAL COAT PAVEMENT -REMOVE RUNWAY CLOSURE MARKERS	PHASE 2 1. SEAL COAT AROUND ALL PAINT AS REQUIRED. 2. CONTRACTOR TO TEMPORARY PAINT ANY SEAL COAT OVERSPRAY AT NO ADDITIONAL COST TO THE SPONSOR. 3. CONTRACTOR TO ENSURE SEAL COAT AND ANY PAINT HAS TIME TO BREAK AND IS NOT TACKY BEFORE THE 5:45 A.M. OPENING. 4. IT IS ANTICIPATED THAT THE AIRPORT WILL BE CLOSED NIGHTLY, BOTH RUNWAYS FROM 12:00 A.M. UNTIL 5:30 A.M.

IMPACTS ON OPERATIONS

1. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
2. THE CONTRACTOR SHALL GIVE A MINIMUM OF 72 HOURS NOTICE WHEN REQUESTING A CLOSURE OF ANY AIRFIELD PAVEMENTS TO ALLOW FOR APPROPRIATE NOTAMS TO BE ISSUED. NOTAMS WILL BE ISSUED BY BRO AIRPORT OPERATIONS.
3. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND ARFF VEHICLES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ARFF ACCESS TO THE RUNWAYS AT ALL TIMES.
5. NO WORK, EQUIPMENT, MATERIALS, OR PERSONNEL ARE ALLOWED IN THE SAFETY AREAS OF ANY PAVEMENT THAT IS OPEN TO AIRCRAFT.
6. ALL SAFETY AREAS AND OBJECT FREE AREAS FOR ACTIVE AIRPORT PAVEMENTS ARE OFF LIMITS TO THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM AIRPORT OPERATIONS.
7. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE BADGED GATE GUARDS ALONG CONSTRUCTION ACCESS POINTS AT AIRPORT PERIMETER GATE LOCATIONS. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
8. LIGHTED RUNWAY CLOSURE MARKERS (RCM) SHALL BE INSTALLED ON THE RUNWAY DURING CLOSURES. CONTRACTOR SHALL PROVIDE AND IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE NOTE ON SHEET G005 FOR MORE INFORMATION.
9. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER AC 150/5370-2G.
10. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND WORK PLAN FOR THIS PHASE OF WORK.
11. THE CONTRACTOR SHALL HAVE A SWEEPER OR BLOWER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.
12. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
13. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE ENGINEER PRIOR TO RE-OPENING RUNWAY 13/31. FAILURE TO MAKE THE AIRFIELD OPERATIONAL PER FAA STANDARD WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.
14. GUIDANCE SIGNS AND LIGHTS THAT LEAD TO OR THAT ARE INSIDE OF CLOSED AREAS SHALL BE DEACTIVATED OR COVERED.
15. LIQUIDATED DAMAGES HAVE BEEN ASSIGNED TO SCHEDULE I. SEE SECTION 80-08 OF THE CONTRACT DOCUMENTS.

PHASING LEGEND

- SCHEDULE I - PHASE 1
- SCHEDULE I - PHASE 2
- SCHEDULE I - PHASE 3
- SCHEDULE I - PHASE 4
- SCHEDULE I - PHASE 5
- CONTRACTOR STAGING/MATERIAL STORAGE AREA
- CONTRACTOR HAUL ROUTE
- AIRCRAFT TAXIROUTE
- LIFE AND SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- FLAGGER
- LIGHTED RUNWAY CLOSURE MARKER (RCM)
- TAXIWAY CLOSURE MARKER
- FLASHER BARRICADE

GRAPHIC SCALE
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(IN FEET)

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NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

L:\BRO\Seal Coat Runway 13-31 FY 22\CAD\PLANS\1000-BRO-AIP-058-0007-PH02.dwg Jun 12, 2023 - 10:14am Fernando.Valenciano

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Brownsville South Padre Island International Airport

DES: F.V.
DR: F.V.
CH: C.L.G.
APP: S.D.C.

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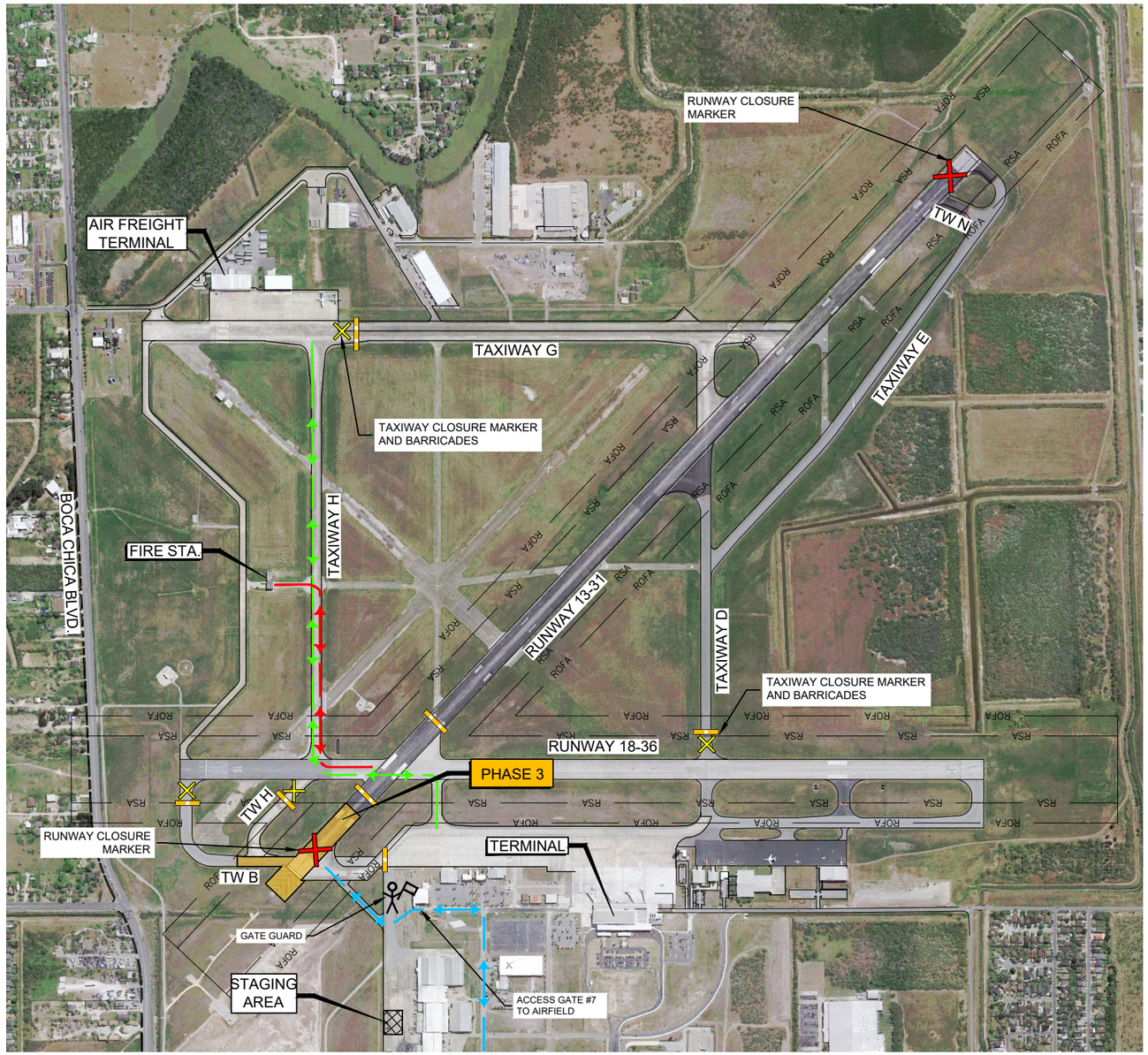
SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
PHASE 2

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G007
SHEET NO. 7 of 23

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CONSTRUCTION PHASING NOTES - PHASE 3 TOTAL PROJECT (16 CALENDAR DAYS)

PHASE 3	MAJOR WORK TO BE COMPLETED	PHASE NOTES
SCHEDULE I - PHASE 3 2 CALENDAR DAYS CONTRACTOR SHALL HAVE ACCESS FROM 12:00 A.M. TO 5:30 A.M. CONTRACTOR SHALL COMPLETE WORK BY 5:30 A.M. FOR 5:45 A.M. RUNWAY OPENING. • RUNWAY 13/31 TO BE CLOSED DURING THESE PERIODS	SCHEDULE I - PHASE 3 -PLACE RUNWAY CLOSURE MARKERS -SEAL COAT PAVEMENT -REMOVE RUNWAY CLOSURE MARKERS	PHASE 3 1. SEAL COAT AROUND ALL PAINT AS REQUIRED. 2. CONTRACTOR TO TEMPORARY PAINT ANY SEAL COAT OVERSPRAY AT NO ADDITIONAL COST TO THE SPONSOR. 3. CONTRACTOR TO ENSURE SEAL COAT AND ANY PAINT HAS TIME TO BREAK AND IS NOT TACKY BEFORE THE 5:45 A.M. OPENING. 4. IT IS ANTICIPATED THAT THE AIRPORT WILL BE CLOSED NIGHTLY, BOTH RUNWAYS FROM 12:00 A.M. UNTIL 5:30 A.M.

IMPACTS ON OPERATIONS

1. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
2. THE CONTRACTOR SHALL GIVE A MINIMUM OF 72 HOURS NOTICE WHEN REQUESTING A CLOSURE OF ANY AIRFIELD PAVEMENTS TO ALLOW FOR APPROPRIATE NOTAMS TO BE ISSUED. NOTAMS WILL BE ISSUED BY BRO AIRPORT OPERATIONS.
3. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND ARFF VEHICLES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ARFF ACCESS TO THE RUNWAYS AT ALL TIMES.
5. NO WORK, EQUIPMENT, MATERIALS, OR PERSONNEL ARE ALLOWED IN THE SAFETY AREAS OF ANY PAVEMENT THAT IS OPEN TO AIRCRAFT.
6. ALL SAFETY AREAS AND OBJECT FREE AREAS FOR ACTIVE AIRPORT PAVEMENTS ARE OFF LIMITS TO THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM AIRPORT OPERATIONS.
7. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE BADGED GATE GUARDS ALONG CONSTRUCTION ACCESS POINTS AT AIRPORT PERIMETER GATE LOCATIONS. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
8. LIGHTED RUNWAY CLOSURE MARKERS (RCM) SHALL BE INSTALLED ON THE RUNWAY DURING CLOSURES. CONTRACTOR SHALL PROVIDE AND IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE NOTE ON SHEET G005 FOR MORE INFORMATION.
9. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER AC 150/5370-2G.
10. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND WORK PLAN FOR THIS PHASE OF WORK.
11. THE CONTRACTOR SHALL HAVE A SWEEPER OR BLOWER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.
12. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
13. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE ENGINEER PRIOR TO RE-OPENING RUNWAY 13/31. FAILURE TO MAKE THE AIRFIELD OPERATIONAL PER FAA STANDARD WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.
14. GUIDANCE SIGNS AND LIGHTS THAT LEAD TO OR THAT ARE INSIDE OF CLOSED AREAS SHALL BE DEACTIVATED OR COVERED.
15. LIQUIDATED DAMAGES HAVE BEEN ASSIGNED TO SCHEDULE I. SEE SECTION 80-08 OF THE CONTRACT DOCUMENTS.

PHASING LEGEND

- SCHEDULE I - PHASE 1
- SCHEDULE I - PHASE 2
- SCHEDULE I - PHASE 3
- SCHEDULE I - PHASE 4
- SCHEDULE I - PHASE 5
- CONTRACTOR STAGING/MATERIAL STORAGE AREA
- CONTRACTOR HAUL ROUTE
- AIRCRAFT TAXIROUTE
- LIFE AND SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- FLAGGER
- LIGHTED RUNWAY CLOSURE MARKER (RCM)
- TAXIWAY CLOSURE MARKER
- FLASHER BARRICADE

GRAPHIC SCALE
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(IN FEET)

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NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

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Jun 08, 2023 - 10:04am
Fernando.Valenciano

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BRO Brownsville South Padre Island International Airport
BROWNSVILLE On the Border. By the Sea.

DES: F.V.
DR: F.V.
CH: C.L.G.
APP: S.D.C.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
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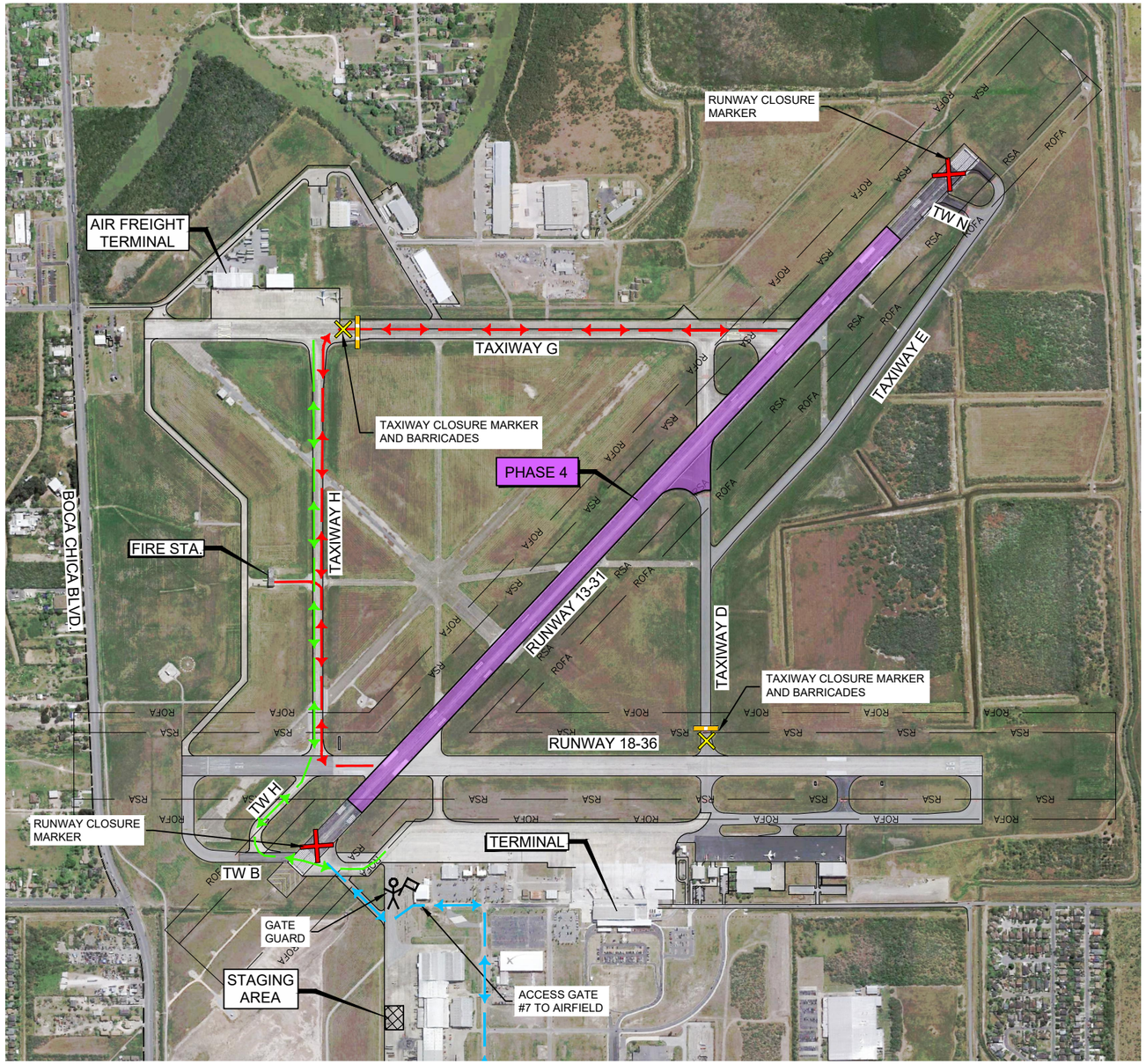
SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
PHASE 3

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G008
SHEET NO. 8 of 23

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CONSTRUCTION PHASING NOTES - PHASE 4 TOTAL PROJECT (16 CALENDAR DAYS)

PHASE 4	MAJOR WORK TO BE COMPLETED	PHASE NOTES
SCHEDULE I - PHASE 4 6 CALENDAR DAYS CONTRACTOR SHALL HAVE ACCESS FROM 12:00 A.M. TO 5:30 A.M. CONTRACTOR SHALL COMPLETE WORK BY 5:30 A.M. FOR 5:45 A.M. RUNWAY OPENING. • RUNWAY 13/31 TO BE CLOSED DURING THESE PERIODS	SCHEDULE I - PHASE 4 -PLACE RUNWAY CLOSURE MARKERS -SEAL COAT PAVEMENT -REMOVE RUNWAY CLOSURE MARKERS	PHASE 4 1. SEAL COAT AROUND ALL PAINT AS REQUIRED. 2. CONTRACTOR TO TEMPORARY PAINT ANY SEAL COAT OVERSPRAY AT NO ADDITIONAL COST TO THE SPONSOR. 3. CONTRACTOR TO ENSURE SEAL COAT AND ANY PAINT HAS TIME TO BREAK AND IS NOT TACKY BEFORE THE 5:45 A.M. OPENING. 4. IT IS ANTICIPATED THAT THE AIRPORT WILL BE CLOSED NIGHTLY, BOTH RUNWAYS FROM 12:00 A.M. UNTIL 5:30 A.M.

IMPACTS ON OPERATIONS

1. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
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3. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND ARFF VEHICLES AT ALL TIMES.
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7. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE BADGED GATE GUARDS ALONG CONSTRUCTION ACCESS POINTS AT AIRPORT PERIMETER GATE LOCATIONS. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
8. LIGHTED RUNWAY CLOSURE MARKERS (RCM) SHALL BE INSTALLED ON THE RUNWAY DURING CLOSURES. CONTRACTOR SHALL PROVIDE AND IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE NOTE ON SHEET G005 FOR MORE INFORMATION.
9. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER AC 150/5370-2G.
10. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND WORK PLAN FOR THIS PHASE OF WORK.
11. THE CONTRACTOR SHALL HAVE A SWEEPER OR BLOWER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.
12. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
13. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE ENGINEER PRIOR TO RE-OPENING RUNWAY 13/31. FAILURE TO MAKE THE AIRFIELD OPERATIONAL PER FAA STANDARD WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.
14. GUIDANCE SIGNS AND LIGHTS THAT LEAD TO OR THAT ARE INSIDE OF CLOSED AREAS SHALL BE DEACTIVATED OR COVERED.
15. LIQUIDATED DAMAGES HAVE BEEN ASSIGNED TO SCHEDULE I. SEE SECTION 80-08 OF THE CONTRACT DOCUMENTS.

PHASING LEGEND

- SCHEDULE I - PHASE 1
- SCHEDULE I - PHASE 2
- SCHEDULE I - PHASE 3
- SCHEDULE I - PHASE 4
- SCHEDULE I - PHASE 5
- CONTRACTOR STAGING/MATERIAL STORAGE AREA
- CONTRACTOR HAUL ROUTE
- AIRCRAFT TAXIROUTE
- LIFE AND SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- FLAGGER
- LIGHTED RUNWAY CLOSURE MARKER (RCM)
- TAXIWAY CLOSURE MARKER
- FLASHER BARRICADE

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

L:\BRO\Seal Coat Runway 13-31 FY 22\CAD\PLANS\
1000-BRO-AIP-058-2009-PHA4.dwg
Jul 13, 2022 - 10:24am
Fernando.Valenciano

JVIATION®
A WOOLPERT COMPANY

BRO Brownsville South Padre Island International Airport
BROWNSVILLE On the Border. By the Sea.

DES: F.V.
DR: F.V.
CH: C.L.G.
APP: S.D.C.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.D.C.	06/18/2023	ISSUED FOR BID

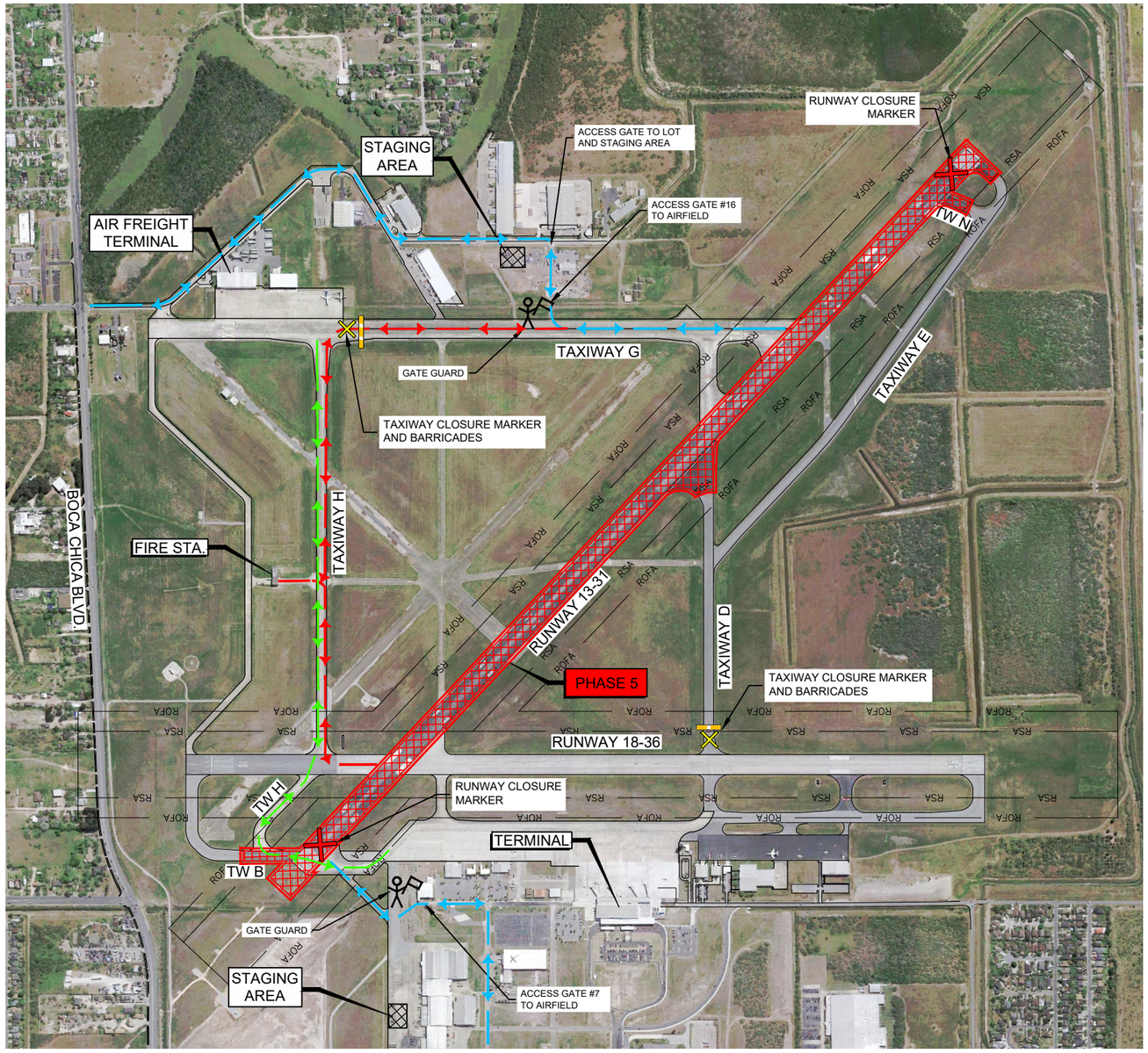
SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
PHASE 4

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G009
SHEET NO. 9 of 23

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CONSTRUCTION PHASING NOTES - PHASE 5 (58.5 HOURS) TOTAL PROJECT (18 CALENDAR DAYS)

PHASE 5	MAJOR WORK TO BE COMPLETED	PHASE NOTES
SCHEDULE I - PHASE 5 3 CALENDAR DAYS CONTRACTOR SHALL HAVE ACCESS FROM 12:00 P.M. UNTIL 5:30 A.M. CONTRACTOR SHALL COMPLETE WORK BY 5:30 A.M. FOR 5:45 A.M. RUNWAY OPENING. CONTRACTOR SHALL COORDINATE PAINTING OF THE INTERSECTION OF RUNWAYS 13-31 & 18-36 WITH AIRPORT OPERATIONS. • RUNWAY 13/31 TO BE CLOSED DURING THESE PERIODS	SCHEDULE I - PHASE 5 -PLACE RUNWAY CLOSURE MARKERS -PERMANENT PAVEMENT MARKING APPLICATION -REMOVE RUNWAY CLOSURE MARKERS	PHASE 5 IT IS ANTICIPATED THAT THE AIRPORT WILL BE CLOSED NIGHTLY, BOTH RUNWAYS FROM 12:00 A.M. UNTIL 5:30 A.M.

IMPACTS ON OPERATIONS

1. THE ACTUAL, NIGHTLY START TIME WILL BE BASED UPON THE ARRIVAL OF THE LAST SCHEDULED COMMERCIAL FLIGHT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, WHO WILL COORDINATE WITH AIRPORT OPERATIONS, ON THE NIGHTLY CLOSURE OF THE RUNWAY.
2. THE CONTRACTOR SHALL GIVE A MINIMUM OF 72 HOURS NOTICE WHEN REQUESTING A CLOSURE OF ANY AIRFIELD PAVEMENTS TO ALLOW FOR APPROPRIATE NOTAMS TO BE ISSUED. NOTAMS WILL BE ISSUED BY BRO AIRPORT OPERATIONS.
3. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND ARFF VEHICLES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ARFF ACCESS TO THE RUNWAYS AT ALL TIMES.
5. NO WORK, EQUIPMENT, MATERIALS, OR PERSONNEL ARE ALLOWED IN THE SAFETY AREAS OF ANY PAVEMENT THAT IS OPEN TO AIRCRAFT.
6. ALL SAFETY AREAS AND OBJECT FREE AREAS FOR ACTIVE AIRPORT PAVEMENTS ARE OFF LIMITS TO THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM AIRPORT OPERATIONS.
7. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE BADGED GATE GUARDS ALONG CONSTRUCTION ACCESS POINTS AT AIRPORT PERIMETER GATE LOCATIONS. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
8. LIGHTED RUNWAY CLOSURE MARKERS (RCM) SHALL BE INSTALLED ON THE RUNWAY DURING CLOSURES. CONTRACTOR SHALL PROVIDE AND IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE NOTE ON SHEET G005 FOR MORE INFORMATION.
9. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER AC 150/5370-2G.
10. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND WORK PLAN FOR THIS PHASE OF WORK.
11. THE CONTRACTOR SHALL HAVE A SWEEPER OR BLOWER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.
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14. GUIDANCE SIGNS AND LIGHTS THAT LEAD TO OR THAT ARE INSIDE OF CLOSED AREAS SHALL BE DEACTIVATED OR COVERED.
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GRAPHIC SCALE
500 0 500 1000
(IN FEET)

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION , INC.

L:\BRO\Seal Coat Runway 13-31 FY 22\CAD\PLANS\
000-BRO_apt-058-G010-PHASE.dwg
Apr 27, 2023 - 10:10am
Fernando.Valenzuela

JVIATION®
A WOOLPERT COMPANY

Brownsville South Padre Island International Airport
City of Brownsville On the Border By the Sea

DES:	F.V.
DR:	F.V.
CH:	C.L.G.
APP:	S.D.C.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.D.C.	06/18/2023	ISSUED FOR BID

SEAL COAT RUNWAY 13-31

CONSTRUCTION SAFETY DRAWING
PHASE 5

AIP PROJ. NO. 3-48-0031-058-2023
JVIATION PROJ. NO. 10015970.00

SHEET NAME G010
SHEET NO. 10 of 23

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NOTE: This Appendix D. Construction Project Daily Safety Inspection Checklist was copied from FAA Advisory Circular 150/5370-2G (dated December 13, 2017) and formatted for use with individual projects.

Airport: **Brownsville South Padre Island International Airport**
AIP Project No.: **3-48-0031-058-2023**
Project Name: **Seal Coat Runway 13/31**
Date: _____

Appendix D. 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 including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		☐
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.		☐
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		☐
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.		☐
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.		☐

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.		☐
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.		☐
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.		☐
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.		☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		☐
Obliterated or faded temporary markings on active operational areas.		☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		☐
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.		☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		☐
Lack of radio communications with construction vehicles in airport movement areas.		☐

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.		☐
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.		☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		☐
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		☐
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.		☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		☐
Site burning, which can cause possible obscuration.		☐
Construction work taking place outside of designated work areas and out of phase.		☐

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DIVISION 7

WAGE RATES

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"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56 **	
Excavator, over 50,000 lbs.	$ 15.23 **	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69 **	
Front End Loader, 3 CY or less	$ 13.49 **	
Loader/Backhoe	$ 12.77 **	
Mechanic	$ 15.47 **	
Milling Machine	$ 14.64 **	
Motor Grader Operator, Rough	$ 14.62 **	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07 **	
Servicer	$ 12.34 **	
Steel Worker (Reinforcing)	$ 14.07 **	
TRUCK DRIVER		
Lowboy-Float	$ 13.63 **	
Single Axle	$ 10.82 **	
Single or Tandem Axle Dump	$ 14.53 **	
Tandem Axle Tractor with Semi Trailer	$ 12.12 **	
WELDER	$ 14.02 **	

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658

($12.15). Please see the Note at the top of the wage determination for more information.

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.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

===

END OF GENERAL DECISIO"

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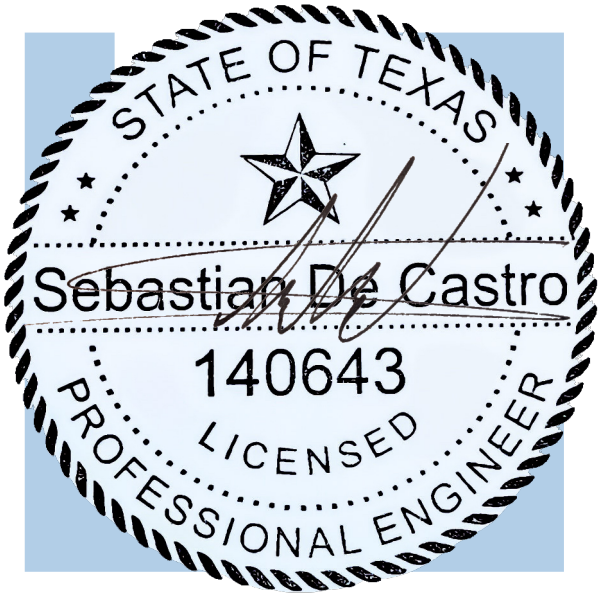
DIVISION 8

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS

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P-608-R	RAPID CURE SEAL COAT	10
P-620	RUNWAY AND TAXIWAY MARKING	6



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ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2.1 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 REMOVAL OF EXISTING PAVEMENT.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. **Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

   The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. **Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size of **4** inches (mm).

101-3.2 PREPARATION OF JOINTS AND CRACKS PRIOR TO OVERLAY/SURFACE TREATMENT. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM

D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural Gradation sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES PRIOR TO SEAL-COAT. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, rotary grinding, or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Bidder's Initials_____

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PRAVEMENT REPAIR.

a. **Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. **Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 COLD MILLING. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. **Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. **Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet (2 m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

c. **Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface

to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed in areas designated on the plans.

101-3.6. PREPARATION OF ASPHALT PAVEMENT SURFACES PRIOR TO SURFACE TREATMENT. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 MAINTENANCE. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 PREPARATION OF JOINTS IN RIGID PAVEMENT PRIOR TO RESEALING. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 REMOVAL OF EXISTING JOINT SEALANT. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 CLEANING PRIOR TO SEALING. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 JOINT SEALANT. Joint material and installation will be in accordance with ASTM D6690.

101-3.9 PREPARATION OF CRACKS IN FLEXIBLE PAVEMENT PRIOR TO SEALING. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

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101-3.9.1 PREPARATION OF CRACK. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 REMOVAL OF EXISTING CRACK SEALANT. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 CRACK SEALANT. Crack sealant material and installation will be in accordance with ASTM D6690.

101-3.9.4 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES. Not applicable to this project.

METHOD OF MEASUREMENT

101-4.1 JOINT AND CRACK REPAIR. The unit of measurement for joint and crack repair shall be the linear foot (meter) of joint.

101-4.2 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES. The unit of measurement for removal of foreign substances/contaminates shall be the square yard (meter).

BASIS OF PAYMENT

101-5.1 PAYMENT. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-101a Crack Seal.....……per linear foot (LF)

P-101b Rubber Removal……. per square yard (SY)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

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ITEM P-608-R RAPID CURE SEAL COAT

DESCRIPTION

608-R-1.1 This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

MATERIALS

608-R-2.1 Aggregate. The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have **100%** fractured faces, SiO2 content of **55%** minimum, CaO of **3%** max, with a sand equivalent greater than 85 and a Mohs hardness of **7** or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

Aggregate Material Gradation Requirements[1]

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
No. 8 (2.00 mm)	100
No. 14 (1.41 mm)	98-100
No. 16 (1.18 mm)	85-100
No. 30 (600 µm)	15-45
No. 50 (300 µm)	0-8
No. 70 (212 µm)	0-2

[1]Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

Test	Standard	Range
Micro-Deval	ASTM D7428	15% Max
Magnesium Sulfate Soundness	ASTM C88	2% Max
Aggregate Angularity	ASTM C1252 – Test method A	45% Min
Moisture Content (%)	ASTM C566	2% Max
Bulk Dry Specific Gravity	ASTM C128	2.6-3.0
Absorption (%)	ASTM D2216	3% Max
Mohs Hardness	Mohs Scale	7 Min

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The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-R-2.2 ASPHALT MATERIAL. The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

Concentrated Asphalt Sealing Material

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10 – 30 cSt
Residue by Distillation	ASTM D402	30-45%

Tests on Residue from Distillation

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	99% minimum
HCI Precipitation Value	-	18-25

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-R-2.3 SEAL COAT WITH AGGREGATE. The contractor shall submit friction test data from at least two (2) airport projects identified under 608-r-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with ac 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-R-3.1 APPLICATION RATE. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd² (l/m²)	Quantity of Aggregate lb/yd² (kg/m²)
NA	0.08-0.15 (0.36-0.68)	0.40-0.50 (0.11-0.22)

608-R-3.2 CONTROL AREAS AND CONTROL STRIPS. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR..

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

a. **For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. **For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the

existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

c. **Control strip.** If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be 12/21/2018 AC 150/5370-10H Item P-608-R Rapid Cure Seal Coat 406 placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

CONSTRUCTION METHODS

608-R-4.1 WORKER SAFETY. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

608-R-4.2 WEATHER LIMITATIONS. The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F (14°C) and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-R-4.3 EQUIPMENT AND TOOLS. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. **Pressure distributor.** The sealer shall be applied with a manufacturer-approved computer rate controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213

m per minute). The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-R-4.4 PREPARATION OF ASPHALT PAVEMENT SURFACES. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-R-4.5 APPLICATION OF ASPHALT SEALER. The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending

on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F. Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

Caution. *Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.*

608-R-4.6 APPLICATION OF AGGREGATE MATERIAL. Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-R-5.1 MANUFACTURER'S REPRESENTATION. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-R-5.2 CONTRACTOR QUALIFICATIONS. The Contractor shall provide the RPR with the seal coat Contractor's qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-R-6.1 APPLICATION RATE. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-R-6.2 FRICTION TESTS. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline with approved continuous friction measuring equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-R-7.1 ASPHALT SURFACE TREATMENT. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-R-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and runway friction testing shall be considered incidental for the placement of the seal coat. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608-Ra	Asphalt Surface Treatment – per square yard (SY)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	Standard Test Method for Distillation of Emulsified Asphalt
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces

AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
AC 150/5380-7	Airport Pavement Management Program (PMP)

END ITEM P-608

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ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 MARKING MATERIALS.

TABLE 1. MARKING MATERIALS

Table 1. Marking MaterialsPaint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne Type II (Temporary)	White	37925	230 ft²/gal (5.6 m²/1)	Type I	5 lb/gal (.85 kg/1)
Waterborne Type II (Temporary)	Yellow	33538	230 ft²/gal (5.6 m²/1)	Type I	5 lb/gal (.85 kg/1)
Waterborne Type II (Permanent)	White	37926	115 ft²/gal (2.8 m²/1)	Type III	10 lb/gal (.85 kg/1)
Waterborne Type II (Permanent)	Yellow	33538	115 ft²/gal (2.8 m²/1)	Type III	10 lb/gal (.85 kg/1)
Waterborne Type I	Black	37038	115 ft²/gal (2.8 m²/1)	NA	NA

[1] **See paragraph 620-2.2a**

[2] **See paragraph 620-2.2b**

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a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. White 37925, Yellow 33538 or 33655, Red 31136, and Black 37038.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I and II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint (temporary) shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A, per Table 1.

Glass beads for white and yellow paint (permanent) shall meet the requirements for Federal Specification TT-B-1325D Type III, per Table 1.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.
The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 PREPARATION OF SURFACES. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris. Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 APPLICATION. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.
The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

MARKING DIMENSIONS AND SPACING TOLERANCE

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall

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adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 APPLICATION--PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS. Preformed thermoplastic pavement markings not used.

620-3.7 CONTROL STRIP. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 RETRO-REFLECTANCE. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

MINIMUM RETRO-REFLECTANCE VALUES

Material	Retro-reflectance mcd/m2/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than1	100	75	10

1 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1b The quantity of permanent markings shall be paid for shall be measured by the number of square feet (square meters) of painting**.**

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.3b Payment for permanent markings shall be made at the contract price for the number of square feet (square meters) of painting.

Payment will be made under:

Item P-620a	Permanent Paint Markings	.....per square foot (SF)
Item P-620b	Temporary Paint Markings	.....per square foot (SF)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

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Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

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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

Paragraph Number	Term	Definition
		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.
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).

Paragraph Number	Term	Definition
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.
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.

Paragraph Number	Term	Definition
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.
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

Paragraph Number	Term	Definition
		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 City of Brownsville.
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.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make

Paragraph Number	Term	Definition
		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.

Paragraph Number	Term	Definition
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the 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.

END OF SECTION 10

Bidder's Initials_____

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BID # SCR-92-0723

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The advertisement can be found on Division 1-1. This project has been advertised on the following dates:

Bonfire: June 18, 2023, and June 25, 2023

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

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

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. May 17, 2023 at 2:00 P.M. Central Time, in the Airport Conference Room at the Brownsville South Padre Island International Airport, 700 Melia Earhart Drive.

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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.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an

agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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

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

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

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

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

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

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

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

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

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

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

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

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20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

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

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

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

END OF SECTION 20

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SECTION 30
AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *IRREGULAR PROPOSALS*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *DISQUALIFICATION OF BIDDERS*.

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

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made 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.

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

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *CONSIDERATION OF PROPOSALS*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS*.

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

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

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

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

END OF SECTION 30

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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

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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

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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 Division 5 for the Project Special Provisions.

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

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

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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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 format approved by the RPR.

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.

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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.

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

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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 legible, hand written copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an electronic spreadsheet file, 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.

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The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

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.

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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/RPR 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

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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:

Owner (Utility or Other Facility)	Location (See Plan Sheet No.)	Person to Contact (Name, Title, Address and Phone)
NA	NA	NA

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

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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 on sheet(s) G006 to G010 of the 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.

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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.

Phase or Description	Required Date or Sequence of Owner's Beneficial Occupancy	Work Shown on Plan Sheet
Refer to the Phasing Plans of the Construction Drawings.		

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.

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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.

Utility Service or Facility	Person to Contact (Name, Title, Address, & Phone)	Owner's Emergency Contact (Phone)
NA	NA	NA

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.

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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

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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. The Contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded to:

City of Brownsville
Purchasing/Contracting Division
City Hall 1001 E. Elizabeth St. 1st Floor, Suite No. 101
P.O. Box 911
Brownsville, Texas 78520
Attention: Mr. Damian Espinoza, Purchasing/Contracting Manager
RBB No: SCR-92-0723

A. The Contractor shall furnish and keep in full force during the term of this contract the following insurance;

1. Workers Compensation Insurance
   Amount: Statutory

2. Comprehensive General Liability Insurance
   Amount: $500,000 Each Occurrence
   $1,000,000 General Aggregate

3. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
   Amount: $500,000 Combined Single Limit

B. The premiums to be expanded for all of the above enumerated policies of insurance shall be paid by the Contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the Contractor for the City of Brownsville.

D. All of the aforementioned policies and certificates of insurance should be issued immediately after the Contractor receives notification of award. It should be clearly understood that the Contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must **clearly**

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indicate that they will remain in force for a period of at least twelve (12) months from inception date.

A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.

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 50% percent of the total contract cost.

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

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

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

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

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

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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:

AOA	Time Periods for Closure	Type of Communications Required	Control Authority
Refer to the Safety Plan of the Construction Drawings			Airport Supervisor

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. 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 number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

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

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Schedule I	$1,000.00/calendar day(s)	16 Calendar Days

The maximum construction time allowed for Schedule I will be the sum of the time allowed for individual schedules but not more than 16 days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract. Each morning the Contractor shall have Runway 13/31 operational at 5:45 a.m. should the runway not open at 5:45 a.m., the Contractor shall be assessed liquidated damages of $250.00 for every 15 minutes that it is not open, until it is open.

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

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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.

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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

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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 km) 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.

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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	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. 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.

Term	Description
	In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. 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. 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.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or

material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

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

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

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

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

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

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

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

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed

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to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor.

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

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

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

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

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

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

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

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

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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.

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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.

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

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

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

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

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and

(3) Enforce all warranties for the benefit of the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

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ITEM C-100
CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-01 GENERAL. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the Contractor as specified in the specifications.

100-02 DESCRIPTION OF PROGRAM.

a. **General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

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b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract

100-03 CQCP ORGANIZATION. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

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The QC organization shall, as a minimum, consist of the following personnel:

a. **Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. **QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.
(3) Performance of tests for the RPR when required by the technical specifications.

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Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. **Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *EXECUTION AND PROGRESS*.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that

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all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-07 CONTRACTOR QC TESTING FACILITY.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-08 QC TESTING PLAN. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

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e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-09 DOCUMENTATION. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description

(2) Compliance with approved submittals

(3) Proper storage of materials and equipment

(4) Proper operation of all equipment

(5) Adherence to plans and technical specifications

(6) Summary of any necessary corrective actions

(7) Safety inspection.

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The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation

(3) Location

(4) Date of test

(5) Control requirements

(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 CORRECTIVE ACTION REQUIREMENTS. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 INSPECTION AND/OR OBSERVATIONS BY THE RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 NONCOMPLIANCE.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Not Used

BASIS OF PAYMENT

100-14 Payment will be made under: Not used, shall be considered incidental to the whole of the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

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ITEM C-105
MOBILIZATION

105-1 DESCRIPTION. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 MOBILIZATION LIMIT. Mobilization shall be limited to 10 percent of the total project cost.

105-3 POSTED NOTICES. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 ENGINEER/RPR FIELD OFFICE. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105a Mobilization – per lump sum

REFERENCES

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The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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SPECIAL PROVISIONS

Part A – Federal Requirements

1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES

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:

1.1(a) 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.

1.1(b) 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.

1.1(c) 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.

1.1(d) 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.

1.1(e) Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the nondiscrimination 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:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.1(f) Incorporation of Provisions. The Contractor will include the provisions of paragraphs 1.1(a) through 1.1(f) 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.

1.2 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);

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- 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).

References: 49 CFR § 47123; FAA Order 1400.11

2. GENERAL CIVIL RIGHTS PROVISIONS

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

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

References: 49 USC § 47123

3. 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:

3.1 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.

1.2 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.

1.3 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.

Reference: 49 CFR Part 20, Appendix A; 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(I)

4. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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.

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References: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

5. DISADVANTAGED BUSINESS ENTERPRISES

5.1 Contract Assurance (49 CFR §26.13) The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 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.

5.2 Prompt Payment (49 CFR §26.29) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Brownsville South Padre Island International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Brownsville South Padre Island International Airport. This clause applies to both DBE and non-DBE subcontractors.

5.3 Termination of DBE Subcontracts (49 CFR § 26.53(f); The prime contractor must not terminate a DBE subcontractor listed in response to include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears (or an approved substitute DBE firm) without prior written consent of Brownsville South Padre Island International Airport. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Brownsville South Padre Island International Airport. Unless Brownsville South Padre Island International Airport consent is provided, the prime contractor

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Brownsville South Padre Island International Airport may provide such written consent only if the owner 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 the owner 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 the owner, 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 Brownsville South Padre Island International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Brownsville South Padre Island International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Brownsville South Padre Island International Airport 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.

Reference: 49 CFR Part 26

6. 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)].

Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216

7. 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.

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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 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.

Reference: 2 CFR § 200 Appendix II(A)

8. TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

c. 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:

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(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 in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

References: 49 CFR Part 30; 49 USC § 50104

9. 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 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

References: Title 49 U.S.C. 47112(c)

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10. DAVIS BACON REQUIREMENTS

10.1 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 determinations;

(2) The classification is utilized in the area by the construction industry; and

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(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

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set aside in a separate account assets for the meeting of obligations under the plan or program.

10.2 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.

10.3 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 (write in name of appropriate federal agency) 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

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the applicant, Sponsor, or Owner, as the case may be, for transmission to the (write in name of agency). 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 *http://www.dol.gov/esa/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 (write in name of appropriate federal agency) 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 (write in name of agency), 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)(ii), 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.

10.4 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

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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 who 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

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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.

10.5 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.

10.6 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.

10.7 Contract Termination: Debarment. A breach of the contract clauses in paragraphs 11.1 through 11.10 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.

10.8 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.

10.9 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.

10.10 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).

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

Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

11. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS

EQUAL OPPORTUNITY CLAUSE

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

11.1 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 identity, 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.

11.2 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.

11.3 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.

11.4 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.

11.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

11.6 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.

11.7 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.

11.8 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

11.9. 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;

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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).

11.10. 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.

11.11. 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.

11.12. The Contractor shall implement the specific affirmative action standards provided in paragraphs 12.14a through 12.14p 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

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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.

11.13. 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.

11.14. 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.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented

in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or 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 12.8b 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 a 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

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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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11.16. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (12.14a through 12.14p). 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 12.14a through 12.14p 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.

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11.17. 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).

11.18. 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.

11.19. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11.20. 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.

11.21. 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 12.14 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.

11.22. 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.

11.23. 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

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Works Employment Act of 1977 and the Community Development Block Grant Program.

References: Executive Order 11246; 41 CFR Part 60-1.4; 41 CFR Part 60-4.3; 2 CFR Part 200 Appendix II(C)

12. 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.

References: 41 CFR Part 60; 2 CFR Part 200, Appendix II(C)

13. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

13.1 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.

13.2 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: 71.0%

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Participation Goals for Minorities and Females

-Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and 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

13.3 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

13.4 As used in this notice and in the contract resulting from this solicitation, the "covered area" is Brownsville, Cameron County, in the State of Texas.

References: Executive Order 11246; 41 CFR Parts 60 – 4;

14. TERMINATION OF CONTRACT

14.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice

to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

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

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

14.2 TERMINATION FOR CAUSE (CONSTRUCTION)

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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.

References: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

15. DEBARMENT AND SUSPENSION

15.1 APPLICABILITY

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

15.2 CERTIFICATE 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.

15.3 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 Certificate 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.

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Reference Title 2 CFR Part 180 (Subpart B); CFR Part 200, Appendix II9H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

16. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

16.1 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 work week.

16.2 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 or any subcontractor responsible therefore 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.

16.3 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.

16.4 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.

References: 2 CFR § 200 Appendix II (E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

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17. 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.

References: 2 CFR §Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

18. BUY AMERICAN PREFERENCE

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

BABA defines construction materials, items that are or consists 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.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

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Propriety Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, before issuing a solicitation for bids or a request for proposal for a project. The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

> The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,3 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
>
> The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.
>
> The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic

[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.

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cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

18.1 Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

18.2 The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/.

Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

18.3 Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

Buy America Certification is included in Division 2 of these Contract Documents.

References: Title 49 U.S.C. § 50101

19. 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.

Reference: 2 CFR §Part 200 Appendix II(D), 29 CFR parts 3 & 5

20. 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.

Reference: 29 USC § 201, et seq.; 2 CFR § 200.430

21. 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.

Reference 20 CFR part 1910

22. 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), 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.

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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.

Reference Executive Order 13513, and DOT Order 3902.10

23. 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 of 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.

24. SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

25. 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.

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PART B - FAA REQUIREMENTS

1. AIRPORT IMPROVEMENT PROGRAM.

The work in this contract is included in Airport Improvement Program (AIP) Project Number 3-48-0031-058-2023 which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of a grant agreement between the Owner and the United States, under the Airport Improvement Act per Chapter 471 of Title 49 of the United States Code (U.S.C.), as amended by the airport, and the Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the associated project costs that are determined to be allowable under said Act. The Contractor shall note that the United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, make the United States a party to this contract.

2. DBE ADMINISTRATION

2.1 Eligibility of DBE's:

Those firms currently certified as DBE's by the Texas Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.

2.2 Counting DBE Participation Towards DBE Goals:

DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

a. Commercially Useful Function:

The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a

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subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.

b. Materials and Supplies:

The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:

(1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

(2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

(3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.

(4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

c. Owner-Operator Trucking:

The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

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d. Joint Venture:

When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

(1) Contract responsibility of the DBE for specific contract items of work,

(2) Capital participation by the DBE,

(3) Specific equipment to be provided by the DBE,

(4) Specific responsibilities of the DBE regarding control of the joint venture,

(5) Specific workers and skills to be provided by the DBE, and

(6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

3. DBE AWARD DOCUMENTATION AND PROCEDURE:

All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.

3.1 DBE Participation Form:

The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:

a. The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;

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b. A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;

c. The dollar value of each of the DBE work items; and

d. If the DBE goal is not met, a statement of why the goal and a demonstration of the good faith efforts taken to meet the DBE goal.

3.2 Sponsor Evaluation:

In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

3.3 Good Faith Efforts:

If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

a. Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

b. Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

c. Efforts to negotiate with DBE's for specific items of work including:

(2) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;

(3) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;

Bidder's Initials_____

(4) Individual statements as to why agreements with DBE's were not reached; and

(5) Information on each DBE contacted but rejected and the reasons for the rejection.

d. Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

e. Documentation that qualified DBE's are not available or not interested.

f. Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

g. Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

a. The DBE was unable to provide adequate performance and/or payment bonds.

b. A reasonable DBE bid was rejected based on price.

c. The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.

d. Union versus non-union status of the DBE firm.

e. The prime contractor would normally perform all work included in this contract.

f. The prime contractor solicited DBE participation by mail only.

3.4 Post Award Compliance:

If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

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If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

3.5 Records and Reports:

The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

4. FAA INSPECTION/REVIEW.

The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

5. FAA.

The Contractor shall permit FAA personnel the right to enter the work site during the term of the contract for maintenance of existing navigation and communication facilities.

In the event that the proposed AIP work will impact existing FAA navigation and communication facilities, the Engineer will notify FAA one week in advance of construction activity in order to allow the FAA sufficient time to locate and mark existing field cables and to avoid an unscheduled facility outage. The Engineer shall coordinate with FAA concerning all operation and shutdown of all FAA navigational facilities during this construction project.

Any FAA equipment/cable that is damaged by the contractor shall be repaired as approved by FAA personnel. If FAA cables are anticipated to facilitate construction, the Contractor shall provide advance notice to FAA in order to mobilize an FAA technician to the site for observation of the splicing. Splicing and cable repair shall meet the FAA specifications and shall be accomplished to the satisfaction of FAA. All such work shall be performed by qualified workmen regularly engaged in cable repair & splicing. In the event the existing cable cannot be repaired to the satisfaction of FAA personnel, new cable of like kind shall be procured and installed by the Contractor.

6. OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G and the Construction Safety and Phasing Plan (CSPP) contained in Division 6 of this document. The CSPP conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit for approval, a Safety Plan Compliance Document (SPCD), prior to Notice to Proceed, that details how it proposes to comply with the requirements presented within the CSPP.

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PART C – AIRPORT REQUIREMENTS

1. HAUL ROADS:

The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water, when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the project, the Contractor shall be required to re-grade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor.

2. AIRPORT SECURITY:

The Contractor will be required to submit to the airport prior to the commencement of construction, evidence in the form of a certification letter that all of their employees who will have unescorted access to the AOA have been checked for employment, security, and criminal history for the last ten years. The letter will also certify that these employees meet all security regulations as required by the Sponsor's security program.

During the course of the construction operations, the Contractor will be allowed to utilize a maximum of two (2) airport access "Security Gates" as entrance to the construction site. This gate and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep this gate guarded and closed during construction hours. The gate may be opened only for authorized vehicle traffic flow. At such times as this gate is not guarded, it shall be closed and securely locked. The Contractor will be required to obtain an "airport security" permit from the Office of the Airport Manager for all vehicles and personnel used on the construction project. Said permit shall hold the Contractor responsible for all vehicles and personnel on the airport property other than those that have individual authorization. All authorized vehicles and construction equipment must display a three foot by three foot flag with international orange and white 12 inch squares displayed in full view above the vehicles. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The "gate guard" shall allow no unauthorized vehicle or person to enter the "air operations" side of the airport without the above stipulated "security clearance." The Contractor and the Contractor's "security gate guard" shall

Bidder's Initials_____

be held duly responsible to uphold the above security stipulations at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time. There shall be a $1,000.00 penalty for each deviation from these security provisions.

3. RADIO COMMUNICATIONS:

The Contractor's superintendent and flagman shall be required to monitor transceiver radios tuned to the CTAF - 118.9 UNICOM - 122.95 MHz frequency at all times. Radios shall be supplied by the Contractor. Such radios shall be used to obtain proper clearance in regard to the movement of equipment, trucks, etc., on the airport. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

4. WORK SCHEDULE:

Immediately after the award of contract, the Contractor shall file with the Engineer a time chart or schedule of proposed progress, a plan of construction and proposed detailed methods of carrying out the work, including a full statement of equipment and equipment layout for the job.

The Sponsor reserves the right to request changes in the sequence of project schedules if such change is required in the interest of safety or airport operation.

5. CONTRACTOR'S QUALITY CONTROL PROGRAM:

The contractor and their chosen testing laboratory shall submit a quality control plan submitted and approved prior to the Notice to Proceed (NTP). The quality control plan should contain the following items:

a. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

b. Procedures for the testing laboratories to meet the requirements of the applicable ASTM, AASHTO or other standards referenced in the contract specifications.

c. Qualifications of engineering supervision and construction inspection personnel.

d. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerance permitted for each type of test.

e. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken, and that the quantity of materials used is adequate.

Bidder's Initials_____

6. SEQUENCE OF WORK:

The Contractor will be required to accomplish the work items according to the schedule of construction as submitted to the Engineer following the award of the contract. Prior to closing any taxiways or apron area, they shall be marked in conformance with the FAA Advisory Circular 150/5340-1 latest edition. This shall consist of placing barricades and flashers on each taxiway and closed runway crosses on the effected runways. Flashers must be well anchored so they do not blow over from jet blasts or strong winds. Closed taxiway, apron area, and other airfield markings and maintenance of these items are considered a necessity and an incidental part of the work, and no separate measurement or payment will be made. The Contractor shall consider the costs and distribute them to the various bid items.

The Contractor shall not allow men or equipment within 250 feet of any runway centerline or within 85.5 feet of the centerline of any taxiway, nor shall he permit materials to be stored or stocked within 400 feet of any runway centerline or within 129.5 feet of the centerline of any taxiway during the entire period of this project without first obtaining approval of the Engineer. When the Contractor's operations require the closing of any runway or taxiway, the Contractor shall mark said runway or taxiway in accordance with the plans and specifications at no additional cost to the Sponsor.

Prior to construction on any taxiway or runway, the Contractor shall, upon approval by the Engineer, close the taxiway or runway and begin work. The Contractor shall be responsible for clearly marking and defining the closed taxiways or runways by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with FAA Advisory Circular 150/5370-2 latest edition. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times.

The Sponsor shall meet with the Contractor immediately after the award of the contract to work up the sequence of work for the project.

7. CLOSURE OF AIR OPERATIONS AREAS:

Barricades are considered a necessary and incidental part of the work and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.

8. ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

9. EXISTING UNDERGROUND CABLES:

The FAA shall attempt to locate all of their underground cables that are located in the vicinity of the work areas, prior to construction in the area. The Contractor shall attempt to locate the Sponsor's and all other public underground cables prior to construction. Damage to the underground cables through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications.

10. UTILITIES:

Any utilities required by the Contractor for the prosecution of the work shall be paid for by said Contractor.

11. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless Airport Board/City of Brownsville, its officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of Airport Board/City of Brownsville, and further agrees to defend, indemnify and save harmless, Airport Board/City of Brownsville, its officers, agents, and employees from any claims, demands, suits, actions, proceedings of any kind or nature resulting from or arising out of operations in connection herewith, including operations of subcontractors and acts of omissions of employees or agents of the Contractor or his subcontractors.

12. SALES AND USE TAXES:

Construction and building materials sold to the contractors and subcontractors for use on public works owned by City of Brownsville, are exempt from State Sales and Use Taxes. However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties. This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing authorities. Contractor shall provide proof of exemption prior to commencing work.

13. PERMITS AND COMPLIANCE WITH LAWS:

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work.

Bidder's Initials_____

14. EXECUTED CONTRACTS:

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by City of Brownsville, one copy shall be delivered to the FAA, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses are to be paid by the Contractor to whom the contract is awarded.

15. SUBLETTING OR ASSIGNING OF CONTRACTS:

The Contractor shall perform, with his organization, an amount of work equal to at least 50% of the total contract cost. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has received the prior written approval of the Sponsor, which shall be at Sponsor's sole discretion, and the Surety has been given due notice of such assignment and has also consented in writing thereto.

Such written approval of the Sponsor shall not relieve the Contractor of any obligation incurred by him, under the contract, unless otherwise expressly stated in the approval.

The following language must appear in any assignment:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

16. QUALIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES:

A Contractor, or subcontractor, will be considered as certified if that company has received a letter of certification from an organization, whose procedures for certifying business, is acceptable to the FAA.

A Contractor is permitted to use 100% of the Contract amount for the unit of work if the Contractor, or subcontractor, performs the construction, installation, rehabilitation, etc. of that work item(s).

A Contractor is permitted to use only 60% of the Contract amount for the purchase of material from a certified DBE supplier.

The Contractor is required to submit, to the Engineer, the names, work terms and contract value of all subcontractors, prior to commencing work. The Contractor is required to submit the

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names, work items and final contract amounts of all subcontractors after the substantial completion of the project

17. LIQUIDATED DAMAGES:

Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages for failure of the Contractor to complete the work within the specified contract time.

The Contractor further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Sponsor for unscheduled employment of the Engineer during the contract time overrun as follows.

As compensation for non-use, the Contractor shall be assessed a liquidated damage of $1,000.00/calendar day(s) for each day that the work remains uncompleted beyond the contract period. As compensation for expenses incurred for unscheduled employment of the Engineer, up to $1,730.00/Calendar day for the construction manager plus up to $1,390.00/Calendar day for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The Contractor further agrees to pay compensation for the unscheduled employment of the Engineer (and their Sub-Contractors) necessitated by the Contractor for any of the following: 1) working more than ten (10) hours per day, and 2) furnishing materials or equipment not in conformance with the Contract Documents necessitating redesign, retesting, or additional review time by the Engineer and their Sub-Contractors according to the following hourly rates:

Description	Straight Time
Staff Engineer	$173/hr
Engineer	$139/hr
Associate Engineer	$128/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Sub-Contractor (Quality Assurance Testing)	Straight Time
Project Engineer	$75/hr
Field Technician	$50/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Check all LDs and Costs/hr for each project.

Compensation shall be paid by deduction from the final payment.

The engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost

Bidder's Initials_____

savings to the Sponsor. If, as a result of working more than (10) ten hours per day, the Contractor completes the project within the scheduled contract time, and if the overtime results in a reduced contract time and cost savings to the Sponsor, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time.

Liquidated damages will be assessed as stipulated above for each day the work remains uncompleted beyond the scheduled contract time.

18. ACCEPTANCE TESTING:

Acceptance testing shall be the responsibility of the Engineer.

19. INSTRUCTION MANUALS:

At the end of project construction, the Contractor shall provide to the airport three instruction manuals. The manuals shall include as a minimum the following:

1. Names, addresses, and phone numbers of electrical equipment suppliers/manufacturers.

2. Component parts list with manufacturer and part number.

3. Final wiring diagrams of lighting control system (where a new control panel and/or control system is installed).

4. Equipment schematic and wiring diagrams showing all components cross referenced to the parts list.

5. Installation manuals.

6. Maintenance and troubleshooting instruction.

7. Operating instructions.

8. Equipment Warranties.

Manuals for each piece of equipment provided shall be separated by dividers. The dividers shall be labeled accordingly. Three ring binders marked with the project schedule(s), date of final inspection, as well as Contractor's electrical subcontractors names, addresses, and phone numbers.

20. CONSTRUCTION CLOSEOUT

In addition to the items discussed in section 90-11 of the General Provisions, after the final inspection has been completed, a Notice of Contractor's Final Settlement will be issued for publication in accordance with applicable state, local, and federal requirements. Contractor is required to submit on company letterhead and signed by supervisor or company officer the following:

a) Affidavit that all wages, material purchases, and subcontractors have been paid in full.

b) List of all subcontractors used on the project with final dollar value of subcontracts and DBE subcontractors identified.

c) All test results in format required by the FAA. All tests results must be approved and accepted before the Engineer will release any final retainage amounts.

Final payment will not be authorized until these items have been completed.

Bidder's Initials_____

BID PROPOSAL SUMMARY

Bidder Name: Maxwell Asphalt, Inc.

SCHEDULE I TOTAL	$	732,556.25
TOTAL ALL SCHEDULES	$	732,556.25

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SCHEDULE I BID PROPOSAL

BID # SCR-92-0723

Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-105a	Mobilization	at the unit price of: SEVENTY dollars and ——— cents.	LS	1	$ 70,000.00	$ 70,000.00
P-101a	Crack Seal	at the unit price of: ONE dollars and fifty-five cents.	LF	25,000	$ 1.55	$ 49,600.00
P-101b	Rubber Removal	at the unit price of: five dollars and ——— cents.	SY	7,000	$ 5.00	$ 35,000.00
P-608-Ra	Asphalt Surface Treatment	at the unit price of: two dollars and twenty-five cents.	SY	135,000	$ 2.25	$ 303,750.00
P-620a	Permanent Paint Markings	at the unit price of: ONE dollars and sixty-five cents.	SF	161,000	$ 1.65	$ 265,650.00
P-620b	Temporary Paint Markings	at the unit price of: ONE dollars and eighty-five cents.	SF	4,625	$ 1.85	$ 8,556.25

SCHEDULE I TOTAL $ 732,556.25

Invitation for Bids for the Purchase, Delivery and Installation of Seal Coat Runway 13-31 Project at the South Padre Island International Airport for the City of Brownsville
BID # SCR-92-0723 **AIP Project # 3-48-0031-058-2023**

CONTRACT PROPOSAL

TO: Brownsville South Padre Island International Airport
Brownsville, Texas

1. The undersigned hereby certifies that they have examined the form of contract, plans and specifications and other associated Contract Documents for the improvement of Brownsville South Padre Island International Airport, Project No. 3-48-0031-058-2023. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his or her expense, all labor , insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated Contract Documents.

2. The undersigned acknowledges that the Contract Documents consist of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and referenced documents.

3. The undersigned, in compliance with your Invitation for Bids dated July 13, 2023, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the following unit rates and prices:

Bid Spreadsheet begins on page 2-57.

TOTAL BID (Base Bid based on unit prices and estimated quantities) _____

$732,556.25

TOTAL BID IN WORDS Seven hundred thirty-two thousand five hundred and fifty-six dollars 25/100

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. Final project payments will be made on actual quantities and unit prices.

5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned

Bidder's Initials RM

certifies that he/she has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

6. The undersigned prime contractor, if not a certified DBE, hereby assures that they will make sufficient and reasonable efforts to meet the DBE goals, that they will subcontract 2.1 % of the dollar value of the prime contract to DBE firms, and that they will include the DBE clauses required by the sponsor's DBE Program in all subcontracts which offer subcontracting opportunities. The undersigned will complete and submit with the bid the attached DBE Participation Form. If unable to meet the project goal, the undersigned shall submit a demonstration of good faith effort in accordance with Special Provisions, Part B, Section 3.3 of the Contract Documents.

7. The undersigned agree upon written notice of the acceptance of this bid, that within thirty (30) days after the award, that he/she will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bonds on attached forms.

8. The undersigned further agrees that if awarded the contract, he/she will commence the work within ten (10) calendar days after the receipt of a Notice to Proceed and that he/she will complete the work within 16 calendar day(s). An extension of time may be allowed when extra or additional work is ordered by the engineer. Liquidated damages in the amount of $1,000.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of calendar day(s) allowed in this paragraph. In addition, up to $1,730.00/calendar day(s) for the construction manager plus up to $1,390.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

9. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check or Bid Bond in the amount of 5% of total bid dollars ($36,627.81) which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Brownsville South Padre Island International Airport, Brownsville, Texas, as liquidated damages.

10. By entering into this contract, the Contractor certifies that neither it (nor he/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).

11. 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).

12. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, or corporation. That no member of the council, officer or agent of City of Brownsville, is directly or indirectly financially interested in this bid.

13. The undersigned acknowledges receipt of the following Addendums:

Addendum No. 1	Date Received 7/6/23
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

SIGNATURE OF BIDDER: [signature]

By Robert McIntosh - Contract Admin.
Name and Title of Authorized Agent

Maxwell Asphalt, Inc.
Name of Company

650 South Delong St.
Address of Company

S.L.C., UT. 84104

Bidder's Initials RM

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Bidder's Initials TNM

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Helen Ramirez, City Manager
Date:	Tuesday, November 14, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1701-A**, amending Chapter 102, Utilities; Article III, Rates and Charges; Section 102-81, of the Code of Ordinances to cancel scheduled adjustments to the Resaca Fee; setting a Public Hearing thereon; and providing a severability clause and effective date. (Brownsville Public Utilities Board)

Summary:
BPUB has reviewed its water and wastewater rates, fees and charges, and recommends and requests that Section 102-81 of Chapter 102 of the City's Code of Ordinances be amended to cancel scheduled adjustments to resaca fee such that said fee remains fixed in the amount of $6.25 and is not increased on January 1, 2024, and January 1, 2026, as contemplated by City Ordinance No. 2022-1701.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adoption.

Commission Pillar:
Governance
Quality of Life
Infrastructure

Attachments:

1. COB Agenda document - BPUB - Resaca Fee Ordinance Amendment

ORDINANCE NO. 2023-1701-A

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 102, UTILITIES; SECTION 102-81 OF THE CODE OF ORDINANCES TO CANCEL SCHEDULED ADJUSTMENTS TO THE RESACA FEE; SETTING A PUBLIC HEARING THEREON; AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, pursuant to Article VI, Sec. 1(b) of the City Charter, the Public Utilities Board of the City of Brownsville, Texas ("BPUB") is vested with all of the powers of the City of Brownsville, Texas (the "City") with respect to the expenditures and application of the revenues from the management and operation of the water and wastewater utility systems owned by the City, "except for the fixing of rates, fees and charges for such services;"

WHEREAS, pursuant to Article VI, Sec. 4(b) of the City Charter, BPUB shall periodically "review the rates, fees and charges for services rendered by the utilities system, . . . and in the event such review reflects a necessity for the adjustment . . . of such rates, fees and charges, then BPUB shall submit to the City Commission a report of the review," explaining "the basis upon which the proposed adjustment is predicated, accompanied by a written request for approval and adoption of the rates, fees and charges recommended by BPUB;"

WHEREAS, Article VI, Sec. 4(b) of the City Charter further provides that the City Commission shall pass an ordinance placing in effect the rates, fees, and charges recommended by BPUB only if the City Commission approves the adjustment(s) thus recommended;

WHEREAS, BPUB has reviewed its water and wastewater rates, fees and charges, and recommends and requests that Section 102-81 of Chapter 102 of the City's Code of Ordinances be amended to cancel scheduled adjustments to resaca fee such that said fee remains fixed in the amount of $6.25 and is not increased on January 1, 2024, and January 1, 2026, as contemplated by City Ordinance No. 2022-1701; and

WHEREAS, BPUB, pursuant to Resolution No. 2023-0911(CIC-3), bases its request upon a sound evaluation consistent with applicable ratemaking standards, and upon recommendations of BPUB staff and consultants, which have been provided with BPUB's recommendations;

WHEREAS, pursuant to Article IV, Sec. 6 of the City Charter, "the entire income from the municipal waterworks system, . . . sewer system, or other public utilities owned now or hereafter by the City" is set aside for certain purposes enumerated therein, including "the maintenance and repair of such public utilities so that same shall continue to operate efficiently," and the "cost of such extensions and repairs, as in the judgment of the City Commission are necessary to keep the utility systems in operation and render adequate service to the City and its inhabitants or such as may be necessary to meet some physical accident or condition which would otherwise impair the efficient operation of the utility systems;"

WHEREAS, the City Commission hereby finds that the recommendations of BPUB are reasonable and necessary to ensure the efficient operation of the utility systems, keep such systems in operation, and render adequate service to the City and its inhabitants and, therefore, should be approved and adopted in order to provide for the continued preservation of the public health, safety, and welfare of the people;

WHEREAS, BPUB presented a draft ordinance, Ordinance No. 2023-_____, that provided acceptable language to implement the amendment to Section 102-81 of the City's Code of Ordinances to adjust the resaca fee such that said fee remains fixed in the amount of $6.25, and, upon conclusion of the public hearing, on _____ _____, 2023, the City Commission, by unanimous vote, approved the adjustment to the resaca fee, which adjustment continues to leverage federal funding available under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act and ongoing resaca restoration programs involving the United States Army Corps of Engineers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. *Amendment to Chapter 102, Utilities, art. Ill, Rates and Charges.* Section 102-81, chapter 102 of the Code of Ordinances of the City of Brownsville, Texas is hereby repealed and replaced to implement a fixed resaca fee and provide as follows:

Sec. 102-81. Resaca Fee.

A monthly resaca fee of $6.25 is applicable to a retail water customer.

Section 2. *Public Hearing.* A hearing for public input as to the fee adjustments set forth in Section 1 of this Ordinance will be held at 5:00 p.m., _____ _____, 2023, in City Commission Chambers at City Hall.

Section 3. *Severability.* If any section, sentence, phrase, or clause of this Ordinance is declared by a Court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, such declaration shall not be deemed to affect the remaining sections, sentences, phrases, or clauses of this Ordinance.

Section 4. *Effective Date.* This Ordinance shall become effective at 12:01 a.m. on the date of final approval upon second reading, as provided by the Charter of the City of Brownsville and the laws of the State of Texas.

PASSED and APPROVED following a public hearing on FIRST READING on the _____ day of _____, 2023.

PASSED and APPROVED on SECOND READING on the _____ day of _____, 2023.

_____
John Cowen, Jr.
Mayor

_____
Yolanda "Yoli" Galarza
City Secretary

RESOLUTION NO. 2023-0911(CIC-3)

A RESOLUTION REQUESTING THE CITY COMMISSION AMEND SECTION 102-81 OF THE CODE OF ORDINANCES, ENTITLED "RESACA FEE," TO PROVIDE FOR ADJUSTMENTS TO SAID RESACA FEE

WHEREAS, pursuant to Article VI, Section 1(b) of the Charter of the City of Brownsville, Texas (the "Charter"), the Public Utilities Board of the City of Brownsville, Texas ("BPUB") is vested with all of the powers of the City of Brownsville, Texas (the "City") with respect to the expenditures and application of the revenues from the management and operation of the water and wastewater utility systems owned by the City, "except for the fixing of rates, fees and charges for such services;" and

WHEREAS, Article VI, Section 4(b) of the Charter requires BPUB to periodically "review the rates, fees and charges for services rendered by the utilities system, . . . and in the event such review reflects a necessity for the adjustment . . . of such rates, fees and charges, then [BPUB] shall submit to the City Commission a report of the review," explaining "the basis upon which the proposed adjustment is predicated, accompanied by a written request for approval and adoption of the rates, fees and charges recommended by BPUB;" and

WHEREAS, as part of the management and operation of the water and wastewater utility systems, BPUB maintains and improves portions of the City's resaca system to, among other things, increase raw water storage; and

WHEREAS, in connection with said maintenance and improvement, BPUB and the City have collaborated with the U.S. Army Corps of Engineers to receive federal funding for the "Resacas In The Vicinity of The City of Brownsville, Texas, Ecosystem Restoration Project" (the "USACE Project"); and

WHEREAS, BPUB has also collaborated with the City to receive federal resaca maintenance and improvement funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (the "RESTORE Act Project"); and

WHEREAS, BPUB previously engaged an independent consulting and engineering firm, Willdan Group, Inc., to complete a study of the adequacy of water and wastewater rates, fees and charges (the "Rate Study"); and

WHEREAS, the Rate Study was prepared in light of customer growth, increased operating costs, and projected capital improvements required over the next decade; included potential options for recovery of existing and planned resaca-related costs; and is consistent with the Charter, City bond ordinances, and applicable law and ratemaking principles; and

WHEREAS, the Rate Study recommended adoption of a resaca fee to recover costs related to resaca maintenance and improvement programs, including options for phasing in these rates, fees and charges; and

WHEREAS, BPUB staff reviewed the Rate Study and, based on thereon, recommended that BPUB adopt a resaca fee to finance non-federally funded portions of the USACE Project and the RESTORE Act Project; and

WHEREAS, pursuant to BPUB Resolution No. 2022-0314-(IC6), approved March 14, 2022, BPUB found that adoption of a resaca fee and certain specified annual increases thereto was reasonable and necessary to effectuate the public purpose of recovering costs related to the maintenance and improvement of City resacas used and useful in supporting the water and wastewater utility systems under BPUB's management and control; and

WHEREAS, BPUB submitted the Rate Study and BPUB Resolution No. 2022-0314-(IC6) to the City Commission, thereby providing a written request for approval and adoption of the rates, fees and charges therein recommended by BPUB; and

WHEREAS, the City Commission found that said recommendation was reasonable and necessary for the public purpose of operating the City's water and wastewater systems and should be adopted in order to provide for the continued preservation of the public health, safety, and welfare of the people; and

WHEREAS, pursuant to City Ordinance No. 2022-1701, approved May 3, 2022, the City Commission added Section 102-81 to Chapter 102 of the City's Code of Ordinances, adopting a resaca fee of $4.50, effective June 1, 2022; a resaca fee of $6.25, effective January 1, 2023; a resaca fee of $10.00, effective January 1, 2024; and a resaca fee of $12.00, effective January 1, 2016; and

WHEREAS, BPUB staff has further reviewed BPUB's water and wastewater rates, fees and charges, and recommends that Section 102-81 of Chapter 102 of the City's Code of Ordinances be amended such that the resaca fee remain fixed in the amount of $6.25 and that said amount not be increased on January 1, 2024, and January 1, 2026, as contemplated by City Ordinance No. 2022-1701; and

WHEREAS, BPUB has determined that said recommendation is based upon a sound evaluation consistent with applicable ratemaking standards and is in the public interest of BPUB's utility customers; now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS:

1. That BPUB finds that the recommended adjustment to the resaca fee is reasonable and necessary to effectuate the public purpose of recovering costs related to the maintenance and improvement of City resacas used and useful in supporting the water and wastewater utility systems under BPUB's management and control.

2. That the General Manager and Chief Executive Officer submit immediately the recommendation to amend Section 102-81 of the City's Code of Ordinances to the City

Commission together with a copy of this Resolution and a draft ordinance reflecting the requested adjustment of the monthly resaca fee such that it remains fixed in the amount of $6.25.

3. That BPUB, by this Resolution, requests in writing that the City Commission approve and adopt the aforementioned recommendation by passing an appropriate ordinance amending Section 102-81 of the City's Code of Ordinances to adjust the resaca fee currently in effect.

PASSED and APPROVED this 11th day of September 2023.

Arthur Rendon

_____

Arthur "Art" Rendon, Chair
Public Utilities Board of the
City of Brownsville, Texas

Daisy Zamora

_____

Daisy Zamora, Ph.D.,
Secretary/Treasurer
Public Utilities Board of the
City of Brownsville, Texas

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-026-PD**, to rezone from Residential Transition (R-3) to Commercial Corridor (CC-PD) to allow a commercial plaza for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) **(Tabled October 17, 2023)**

Summary:

Property owner, Syed Q. Jalil, proposes to change the Zoning Designation for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Transition (R-3) to Commercial Corridor (CC) for the purpose of establishing a commercial plaza.

The predominant land uses in the surrounding area are single-family dwelling and commercial development. Additional uses, such as undeveloped land and multi-family development are also present within proximity of the subject property.

The property is located within the Town Corridor. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property consists of an approximate area of 0.7487 acre and is currently vacant with frontage to West Alton Gloor Boulevard. It is important to point out that the proposed use will share a boundary with 4 properties harboring single-family homes. Under UDC regulations, residential adjacency requirements are triggered when a commercial use shares a property line with single-family residences (40’ setback, 6’ masonry wall, and maximum structure height of 20’). The purpose of these provisions is to protect the privacy and welfare of single-family property owners. The applicant is requesting a zoning reclassification due to the current zoning (R-3) only allowing residential uses (single-family, duplex, and multi-family). The requested

(CC) zoning designation would accommodate the proposed use.

Staff finds that the proposed zoning designation and use would be appropriate for the area if the established conditions are followed.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was verbal opposition at the Planning and Zoning Commission meeting on October 5, 2023. Neighboring property owners had concerns related to the generated traffic, maintaining the residential character of the area, and flood mitigation. The Planning and Zoning Commission approved this rezoning from Residential Transition (R-3) to Commercial Corridor (CC).

The City Commission tabled the item on October 17, 2023, and requested that staff work with the developer and concerned neighbors to find common ground on a site design.

After having multiple meetings between the developer and the concerned parties, the following agreement/conditions were established:

- Allow the proposed setback of 10’ along the western property line.
- Allow the proposed setback of 15’ along the northern and eastern property lines.
- Allow the proposed setback of 20.42’ along the southern property lines.
- Allow a maximum structural elevation of 20’.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6’ masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure’s roof.
- Require the installation of a vegetation buffer with a minimum height of 10’ and a minimum depth of 6’ to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.
- Require the installation of an irrigation system to maintain the required vegetation buffer.
- Prohibit the following uses: restaurants, bars, and any establishment that sells alcohol.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Tabled Item-First Reading Zoning Case 111423
2. Binder 235-2023-026-PD

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: NOVEMBER 14, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-026-PD **TABLED BY CITY COMMISSION ON OCT. 17, 2023**	4	Rezone – Planned Development District	3201 West Alton Gloor Boulevard	Syed Q. Jalil	To rezone from Residential Transition (R-3) to Commercial Corridor (CC) • See established conditions below	To allow a commercial plaza	**Verbal Opposition:** -Generated Traffic -Flood mitigation -Residential character

Established Conditions

- Allow the proposed setback of 10' along the western property line.
- Allow the proposed setback of 15' along the northern and eastern property lines.
- Allow the proposed setback of 20.42' along the southern property lines.
- Allow a maximum structural elevation of 20'.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6' masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure's roof.
- Require the installation of a vegetation buffer with a minimum height of 10' and a minimum depth of 6' to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Syed Q. Jalil
Property Address: 3201 West Alton Gloor Boulevard
Application Type: Rezone w/Planned Development District
Current Zoning: Residential Transition (R-3)
Application Date: August 16, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 18

Geo ID: 79-1247-0010-0030-00
Case No.: 235-2023-026-PD
Proposed Use: Retail Plaza
Proposed Zoning: Commercial Corridor (CC-PD)
P&Z Date: October 5, 2023
Electoral District: 4
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting West Alton Gloor Boulevard, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling and Commercial.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Undeveloped Land, Single-Family Dwelling, and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family Dwelling (R-1)
East: Residential Estate (RE) and Residential Transition (R-3)
South: Residential Single-Family (R-1) and Commercial Corridor (CC)
West: Residential Estate (RE), Residential Transition (R-3), and Commercial Corridor (CC)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Land uses in the Town Corridor are primarily residential, with small clusters of commercial land uses. Residential land uses should be primarily single-family with attached townhomes and some larger lots with an average density of 3 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Transition (R-3) to Commercial Corridor (CC-PD), while adhering to the established conditions outlined within the drafted ordinance for this item.

ORDINANCE NUMBER 235-2023-026-PD

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so as to establish a Planned Development District (PD) and rezone from Residential Transition (R-3) to Commercial Corridor (CC) to allow a commercial plaza, for an area described as:

An approximate 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A".

Section 2. The property described above and within the boundaries of the Planned Development District described by the ordinance establishes the following development-specific zoning regulations:

- Allow the proposed setback of 10' along the western property line.
- Allow the proposed setback of 15' along the northern and eastern property lines.
- Allow the proposed setback of 20.42' along the southern property lines.
- Allow a maximum structural elevation of 20'.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6' masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure's roof.
- Require the installation of a vegetation buffer with a minimum height of 10' and a minimum depth of 6' to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.
- Require the installation of an irrigation system to maintain the required vegetation buffer.
- Prohibit the following uses: restaurant, bars, and any establishment that sells alcohol.

Section 3. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

WEST ALTON GLOOR ROAD

6' HIGH BLOCK WALL

N 40° 22' 00" W

174.94'

10'-0"

19'-9"

NEW BUILDING PERIMETER

NEW BUILDING PERIMETER

9270
TOTAL SQ.FT.

5' CONCRETE SIDEWALK

148.59'

10' UTILITY EASEMENT

LANDSCAPE AREA

BACK OF CURB

6

7

24'-0"

NEW BUILDING PERIMETER

CONCRETE WALKWAY

CONCRETE WALKWAY

NEW BUFFER LANDSCAPE ZONE WITH BAMBOO

RAMP

LANDSCAPE AREA

3

S 70° 51' 00" W

1 2 3 4 5 6 7 8 9 10 11

106.69'

6' HIGH BLOCK WALL

N 51° 21' 12" E

12

4

CONCRETE PARKING LOT

HANDICAP SIGN

13

5

31 32 33 34

RAMP

LANDSCAPE AREA

LANDSCAPE AREA

4

HANDICAP SIGN

14

15'-0"

RAMP

5' CONCRETE SIDEWALK

LANDSCAPE AREA

8

CONCRETE PARKING LOT

CONCRETE WALKWAY

NEW BUILDING PERIMETER

15

16

30 29 28 27 26 25 24 23 22 21 20 19

17

CLEAN OUT

EXISTING MANHOLE

18

10 YARD DUMPSTER CONTAINER

STOCK ADDED DURING CONSTRUCTION

1

15'-0"

N 61° 45' 00" E

78.51'

NEW BUILDING PERIMETER

15'-0"

6' HIGH BLOCK WALL

S 28° 15' 00" E

213.77'

LANDSCAPE AREA

15' UTILITY EASEMENT

15'-0"

DATE:
NOV. 2
2023

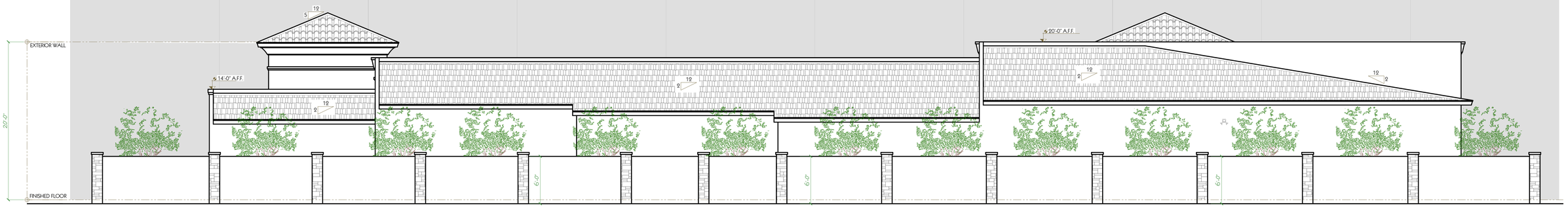
NOT FOR CONSTRUCTION

CITY:
BROWNSVILLE TX.

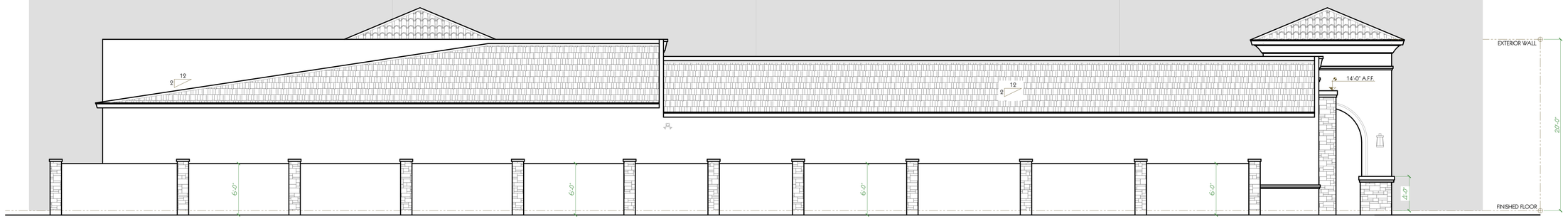
PLAN:
SITE D

CLIENT:
USAT PROPERTIES

HCD
HOME & COMMERCIAL DESIGNS LLC



SOUTH ELEVATION



EAST ELEVATION

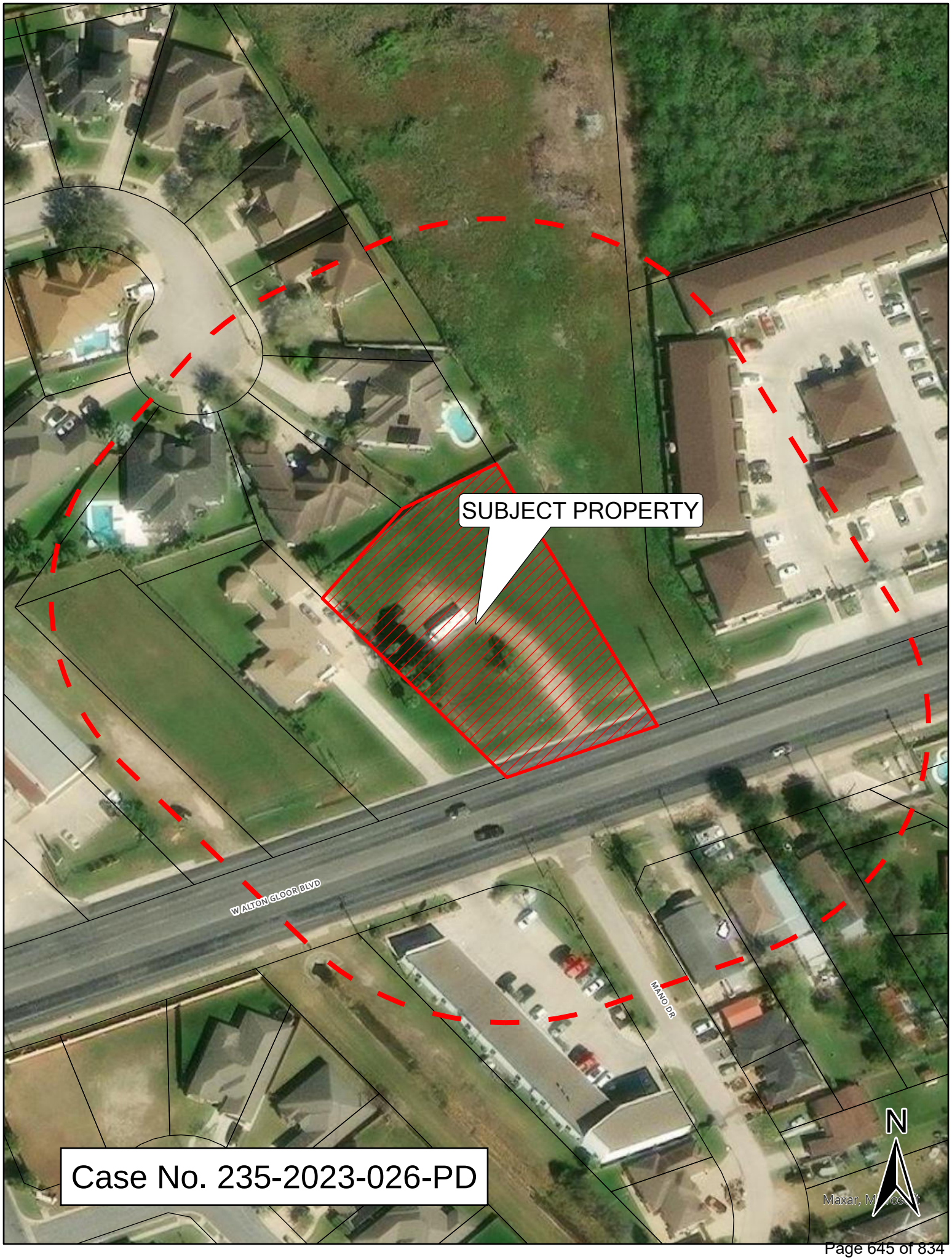
DATE:
NOV. 2
2023
NOT FOR CONSTRUCTION

CITY:
BROWNSVILLE TX.

PLAN:
ELEVATION

CLIENT:
USAT PROPERTIES

HCD
HOME & COMMERCIAL DESIGNS LLC


SUBJECT PROPERTY
W ALTON GLOOR BLVD
MANO DR
N
Case No. 235-2023-026-PD

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

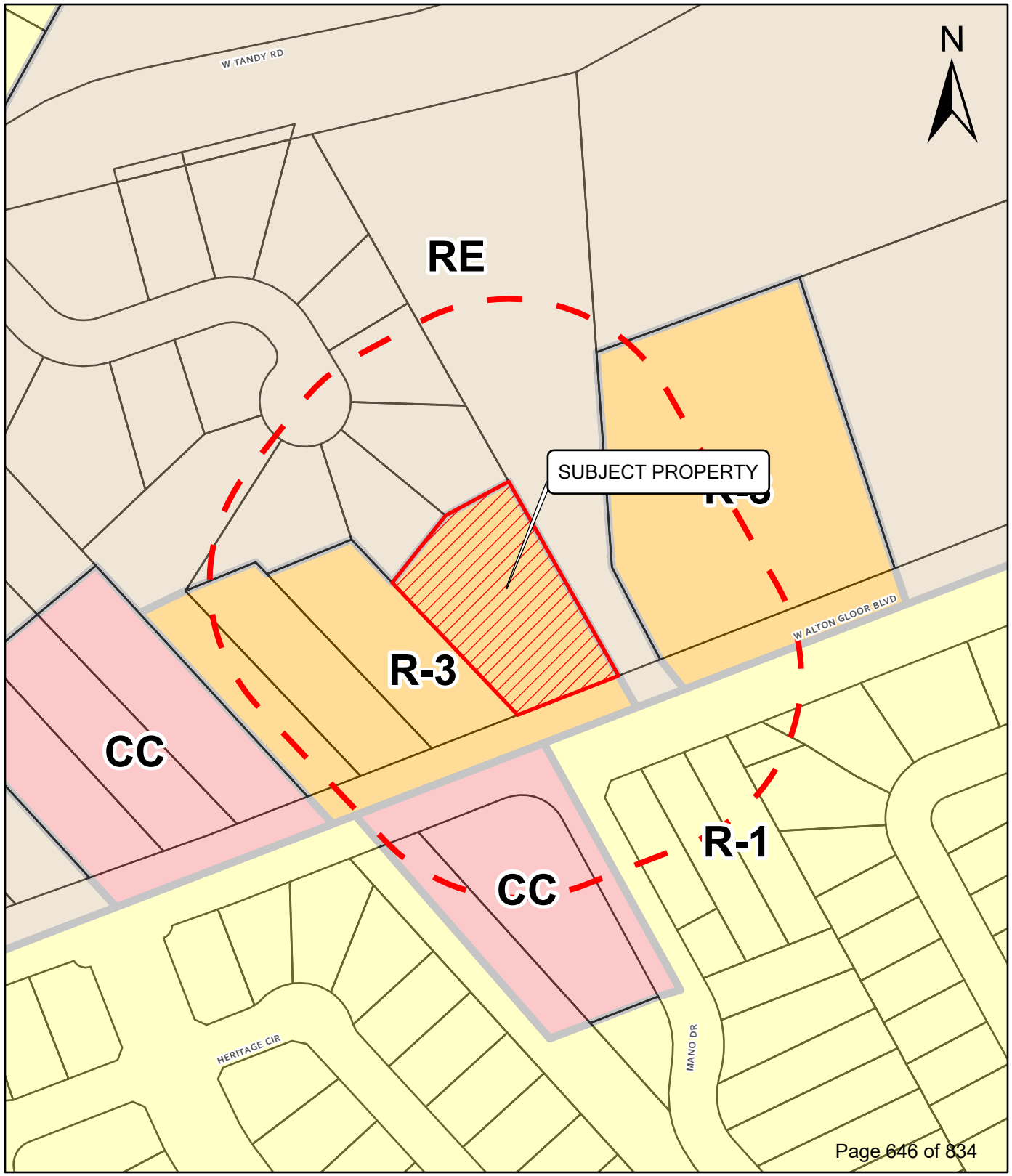
EXHIBIT "A"

Rezoning request:
Case # 235-2023-026-PD

Current Zoning:
R-3, Residential Transition

Proposed Zoning:
CC, Commercial Corridor

Brownsville Electoral District #4



FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

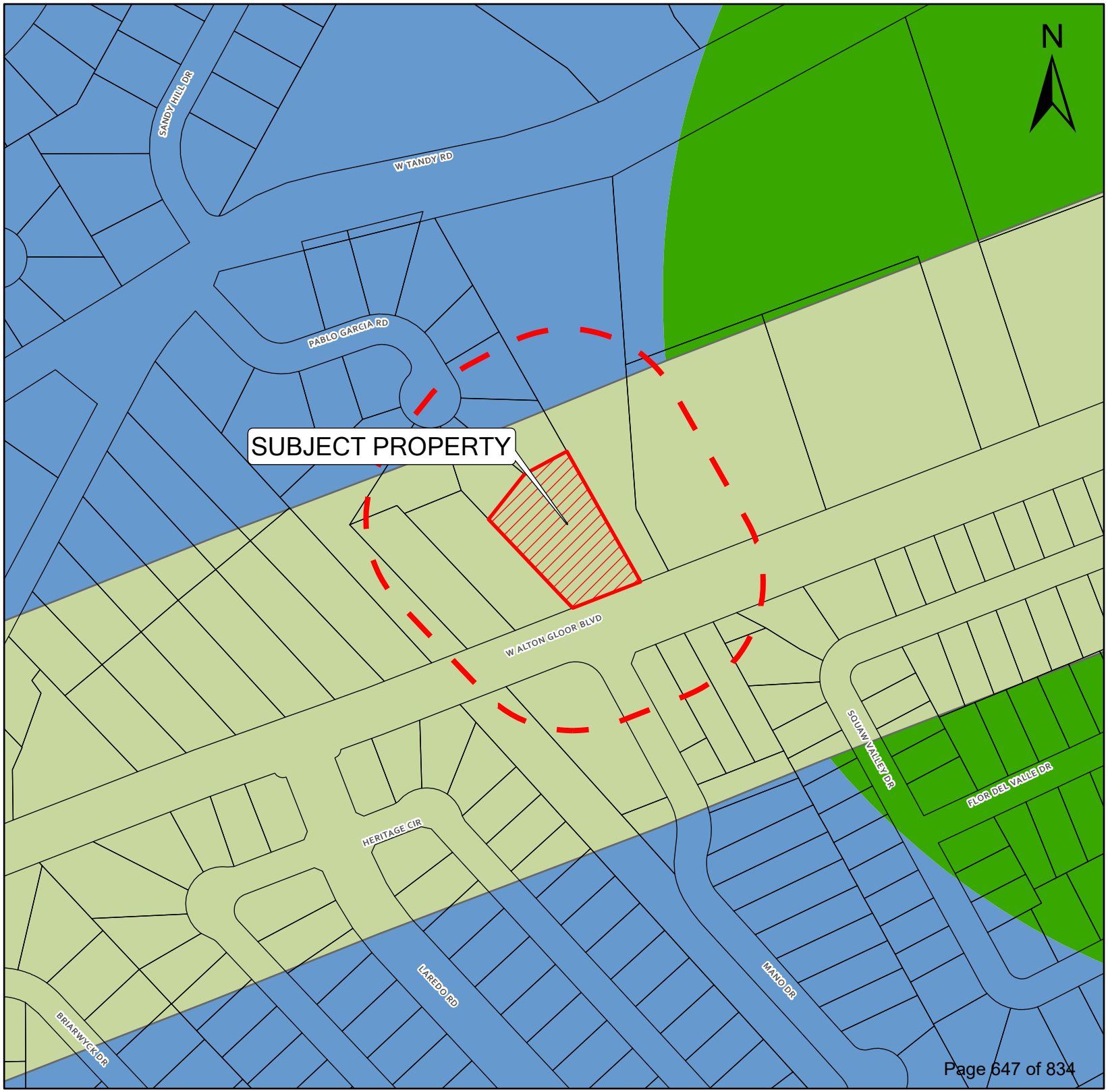
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-026-PD



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1732**, to annex into the City of Brownsville boundary limits a property described as being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
CAMCO Builders, LLC., owner of the subject land, has submitted a formal voluntary petition to extend the present city limits to include the following described territory, to wit:

Being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521.

Project Scope and Analysis:
The subject property is currently being developed into a single-family development consisting of 56 residential lots. It is important to note that all corresponding documents related to the platting process are being submitted to Planning & Redevelopment Department staff. The developer has committed to completing the construction of all improvements tied to the platting process. Additionally, the owner has entered into a written agreement for the provision of services with the municipality.

The Planning and Redevelopment Department staff has certified that the above-described tract of land is contiguous and adjacent to the City of Brownsville, Texas, and that all procedural requirements prescribed by the Texas Local Government Code, Chapter 43-Municipal Annexation, have been duly followed with respect to the aforementioned territory.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff recommends approval of the voluntary petition to annex the subject property into the City of Brownsville boundary limits.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Annexation Binder 2023-1732
2. Annexation PP Ord. No. 2023-1732 CC11142023

ORDINANCE NUMBER 2023-1732

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City of Brownsville is a home rule municipality created and existing under the laws of the State of Texas and situated in Cameron County, Texas; and,

WHEREAS, §43.003 of the Texas Local Government Code authorizes a home rule municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43.

WHEREAS, CAMCO Builders, LLC., has filed a petition for annexation for a 9.61 acre tract attached hereto as Exhibit "A"; and,

WHEREAS, the property being petitioned is fully described by survey, metes and bounds attached hereto as Exhibit "B"; and,

WHEREAS, the annexation of the territory described in Exhibit "B" serves the interests of the current and future residents of the City of Brownsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Brownsville, Cameron County, Texas, and that the boundary limits of the City of Brownsville be and the same are hereby extended to include the above described territory within the city limits of the City of Brownsville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Brownsville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan or agreement for the area is hereby adopted and attached as Exhibit "C".

INTRODUCED at a public hearing on November 14, 2023. Passed at Second and Final Reading and ADOPTED, APPROVED, ENACTED on December 5, 2023.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

Camco Builders, LLC.
Juan Alberto Escobedo Managing Member
952 Pine Bluff Drive
Brownsville, Texas 78521
September 25, 2023

Martin Vega
Planning Department
City of Brownsville, Texas 78520

RE: PETITION OF CAMCO BUILDERS, LLC. TO ANNEX 9.5 ACRES OF REAL PROPERTY INTO THE CITY OF BROWNSVILLE

Dear Mr. Vega:

As you know from our discussions Juan Alberto Escobedo of Camco Builders, LLC. as the owner of the foregoing described real property, is requesting that the City of Brownsville annex that portion of its real property which currently lies outside the jurisdiction limits of the City of Brownsville. Juan Escobedo ("Landowner") owns all the 9.5-acre tract ("Tract"), which Tract is graphically depicted in Exhibit "A" attached hereto and described by metes and bounds in Exhibit "B" attached hereto. Juan Escobedo as the landowner, respectfully petitions the City of Brownsville, for the annexation of the Tract into the limits of the City of Brownsville. The ("Landowner"), will be responsible for all infrastructure improvements/construction on the 9.5-acre tract.

As stated above, the Landowner is the sole owner of the Tract consisting of the 9.5 acres of land. The Landowner holds fee simple title to all such Tract.

There is a necessity for the annexation of the Tract into the City of Brownsville for the reasons that the Landowner is developing the 9.5 acre tract (ii) the tract will need to have access to any available municipal services reasonably provided by the Public Utilities Board, (iii) the Tract will be developed for residential, retail, commercial and civic purposes, and (iv) the health and welfare of the future residents of the Tract and the protection of lands, property, residences, and commercial establishments within the Tract reasonably requires the annexation of the Tract into the City.

Juan Escobedo therefore respectfully requests that this petition b e properly filed as provided by law, that a hearing be set on this petition, that notice be issued in accordance with law, that the City Commission conduct such hearings and take all such actions legally necessary to annex the Tract into the City of Brownsville.

Respectfully submitted,
Juan Alberto Escobedo

By: _____
Juan Alberto Escobedo
Camco Builders, LLC., Managing Member

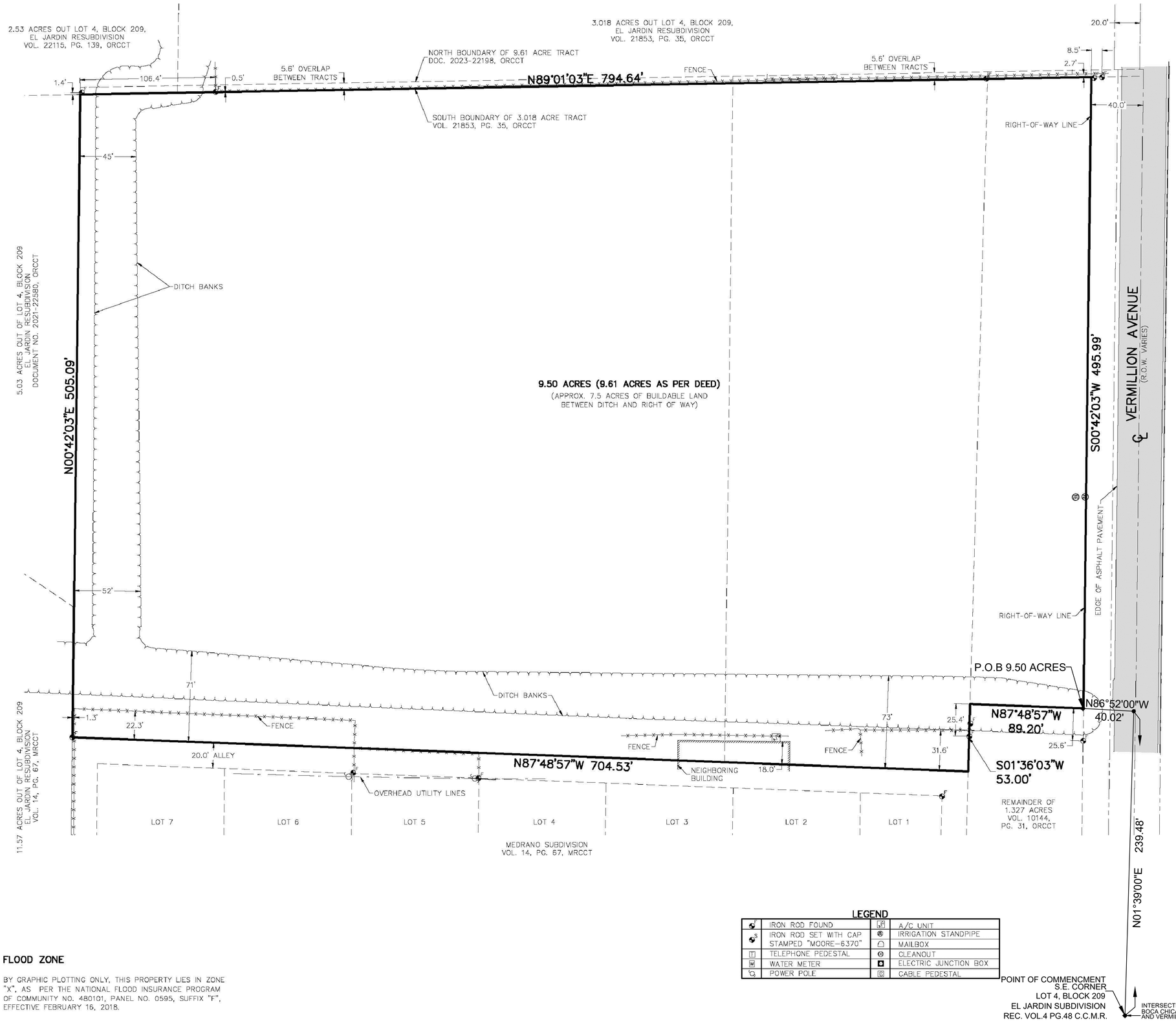
STATE OF TEXAS
COUNTY OF CAMERON

This instrument was SUBSCRIBED and SWORN TO before me, the undersigned Notary Public, by the said Juan Alberto Escobedo in his capacity as Camco Builders, LLC., Managing Member on this 25 day of September, 2023

M CARMEN RODRIGUEZ
Notary ID #125409654
My Commission Expires
August 23, 2025

_____
Notary Public State of Texas

Exhibit "B"



NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.
2. ADDRESS: VERMILLION AVENUE BROWNSVILLE, TEXAS 78521
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. IRRIGATION STRUCTURES AND DRAIN DITCH WITHIN THIS TRACT FOR WHICH NO DOCUMENT WAS REVIEWED.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON **08/08/2023**, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN, THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

08/16/2023
DATE

STATE OF TEXAS REGISTERED CODY MICHAEL MOORE 6370 PROFESSIONAL LAND SURVEYOR

SCALE 1"=50'

50 0 50
Scale: 1" = 50'

LEGEND

●	IRON ROD FOUND	A/C	A/C UNIT
⊙	IRON ROD SET WITH CAP STAMPED "MOORE-6370"	IRR	IRRIGATION STANDPIPE
			MAILBOX
T	TELEPHONE PEDESTAL		CLEANOUT
W	WATER METER		ELECTRIC JUNCTION BOX
	POWER POLE	C	CABLE PEDESTAL

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480101, PANEL NO. 0595, SUFFIX "F", EFFECTIVE FEBRUARY 16, 2018.

BOUNDARY SURVEY OF:

9.50 ACRES OF LAND (9.61 ACRES-DEED) OUT OF **MEDRANO SUBDIVISION,** CAMERON COUNTY, TEXAS, RECORDED IN VOLUME 14, PAGE 67, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2023-22198, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

FOR: CAMCO BUILDERS LLC

DATE: 16 AUGUST 2023 | JOB NO: 349006

Moore Land Surveying, LLC
14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186

SIERRA TITLE CO.
GF No. 1022-0024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 16, 2023

Grantor: **TURF & MORTAR LLC,** a Texas Limited Partnership

Grantor's Mailing Address (including county): 204 Las Villas, Brownsville, Texas 78526
Cameron County

Grantee: **CAMCO BUILDERS LLC,** a Texas Limited Liability Company

Grantee's Mailing Address (including County): 952 Pine Bluff Drive, Brownsville, Texas 78526
Cameron County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($337,500.00)** and is executed by Grantee, payable to the order of **LONE STAR NATIONAL BANK.** The note is secured by a vendor's lien retained in favor of **LONE STAR NATIONAL BANK.** in this deed and by a deed of trust of even date, from Grantee to **S. DAVID DEANDA, JR.,** Trustee.

LONE STAR NATIONAL BANK at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of **LONE STAR NATIONAL BANK** and are transferred to **LONE STAR NATIONAL BANK** without recourse on Grantor.

PROPERTY (including any improvements):

Legal description herein found as Exhibit "A"

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in CAMERON County, Texas; together with any and all visible and apparent easements, to include but not limited to easements for roadways on or across the land.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

TURF & MORTAR LP,
a Texas Limited Partnership

By: _____
Ella Cornejo Lopez, General Partner

By: _____
Rafael Molina, General Partner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Cameron

This instrument was acknowledged before me on this 16th day of June, 2023, by Elia Cornejo Lopez, General Partner of **TURF & MORTAR LP**, a Texas Limited Partnership, on behalf of said a Texas Limited Liability Company and in the capacity therein stated.

PATRICIA NIETO
Notary Public, State of Texas
Comm. Expires 08-29-2025
NOTARY ID#: 12397160-2

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Cameron

This instrument was acknowledged before me on this 16th day of June, 2023, by Rafael Molina, General Partner of **TURF & MORTAR LP**, a Texas Limited Partnership, on behalf of said a Texas Limited Liability Company and in the capacity therein stated.

PATRICIA NIETO
Notary Public, State of Texas
Comm. Expires 08-29-2025
NOTARY ID#: 12397160-2

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Camco Builders LLC
952 Pine Bluff Drive
Brownsville, Texas 78526

PREPARED IN THE OFFICE OF:

SANCHEZ & SANCHEZ,
Attorneys at Law
717 North Expressway, Ste. 10
Brownsville, TX 78520

Exhibit "B"

Exhibit "A"

Legal Description of land:

A calculated 9.61 acre tract, composed of a 8.75 [Deed], 8.63 acres measured and calculated tract of land Reserve "A" Medrano Subdivision, as recorded in Volume 14, Page 67, Map Records of Cameron County, Texas, said subdivision being out of the East 14.25 acre of the South 25.82 acre out of Lot Four [4] Block Two Hundred Nine [209], of the El Jardin Resubdivision, in Share 29, Espiritu Santo Grant, Cameron County, Texas according to the map or plat thereof recorded in Volume 4, Page 48, Map Records, Cameron County, Texas, and 0.978 acre tract [0.98 acres calculated] of land out of a 1.84 acre tract of land conveyed to City of Brownsville by Bertie M. Quinn by a Deed recorded in Volume 361, Page 458, of the Deed Records of Cameron County. Said 9.61 acre tract being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 4, Block 209, of El Jardin Resubdivision, Share 29, Espiritu Santo Grant, as recorded in Volume 4, Page 48 of the Map Records of Cameron County, Texas, and also being a point on the centerline of Vermillion Road [40.0' R.O.W.]

THENCE along the said centerline of Vermillion Road, North 01 degrees 39 minutes 00 seconds East, 239.48 feet to a point on said centerline, thence North 86 degrees 52 minutes 00 seconds West, passing the West Right of Way line of Vermillion Road at 20.00 feet, and continuing at 20.02 feet, for a total distance of 40.02 feet to a set 1/2 inch iron rod found with AGH cap, on a point on the East line of a called 1.84 acre tract, as recorded in Volume 361, Page 458, of the Deed Records of Cameron County, Texas, and for a corner of the tract herein described, and POINT OF BEGINNING.

THENCE North 86 degrees 52 minutes 00 seconds West, 89.56 feet for a corner of this tract.

THENCE South 02 degrees 36 minutes 55 seconds, 53.00 feet, to a point on the North line of the Medrano Subdivision, as recorded in Volume 14 Page 67, of the AMP Records of Cameron County, Texas, and to a set 1/2 inch iron rod with AGH cap, for a corner of the tract herein described.

THENCE along the North line of Medrano Subdivision, and the North line of a 20.00 foot alley. North 86 degrees 52 minutes 00 seconds West, 794.65 feet, to a set 1/2 inch iron rod with AGH cap, for the Southwest corner of this tract, and from which two [2] found 1/2 inch iron rods were found one bearing North 30 degrees 01 minutes 04 seconds East, 14.70 feet, and the other bearing North 83 degrees 25 minutes 42 seconds East, 20.44 feet.

THENCE North 01 degrees 39 minutes 00 seconds East, 510.67 feet to a pint on the South line of called 1.00 acre tract to Putagnat Georgina, as recorded in Volume 2975 Page 4, of the Deed Records of Cameron County Texas, and to a set 1/2 inch iron rod with AGH cap, from which a found 1/2 inch iron rod bear South 88 degrees 16 minutes 46 seconds East, 3.27 feet.

THENCE along the South line of a called 3.05 acre tract to Ricardo F. Roca and wife Mauricia Roca and Prici Estella Roca, as recorded in Volume 7613, Page 162, of the Map Records of Cameron County, Texas, North 89 degrees 58 minutes 00 seconds East, 713.96 feet passing the West line of called 1.84 acre tract, as recorded in Volume 361, page 458, of the Deed Records of Cameron County, Texas, and continuing at 81.52 feet for a total distance of 795.48 feet to the East line of said 1.84 acre tract, and a set 1/2 inch iron rod with AGH cap, for the Northeast corner of the tract herein described.

THENCE, along the East line of the said 1.84 acre tract, South 01 degrees 39 minutes 00 seconds West, 501.61 feet to a set 1/2 inch iron rod with AGH cap for the POINT OF BEGINNING containing 9.61 acres of land more or less.

Camco Builders LLC
LSNB # 149743

SCALE 1"= 30'

Exhibit "B"

N 89°01'03" E 794.64'

N 0°42'03" E 505.09'

65.00

BLOCK 2

15 16 17 18 19 20 21 22 23 24 25 26 27 28

65.03' 59.32' 60.03' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 60.03'

101.91' 103.65' 105.42' 106.89' 108.35' 109.82' 111.29' 112.76' 114.23' 115.70' 117.17' 118.64' 120.11' 122.58'

N 0°42'03" E

Building Setback Line

Utility Easement

25.00

15.00

PROPOSED 5FT P.C. CONCRETE SIDEWALK BY OTHERS

59.30' N 89°17'57" W 60.00' 50.00' 50.00' 50.00' 50.00' SANTIAGO DRIVE 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 60.00' N 89°17'57" W

32.00 32FT PRIVATE ROAD AND PUBLIC UTILITY EASEMENT

Utility Easement 123.34' EXISTING ROW

5.00

60.00

40.00

VERMILLION ROAD

BLOCK 2

14 13 12 11 10 9 8 7 6 5 4 3 2 1

100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00'

N 0°42'03" E

59.30' N 89°17'57" W 60.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 60.00' N 89°17'57" W

BLOCK 1

15 16 17 18 19 20 21 22 23 24 25 26 27 28

100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00' 100.00'

N 0°42'03" E

Building Setback Line

25.00

15' Utility Easement

15.00

PROPOSED 5FT P.C. CONCRETE SIDEWALK BY OTHERS

59.30' N 89°17'57" W 60.00' 50.00' 50.00' 50.00' 50.00' SEBASTIAN DRIVE 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 60.00' N 89°17'57" W

32.00 32FT PRIVATE ROAD AND PUBLIC UTILITY EASEMENT

Utility Easement

Utility Easement

5.00

BLOCK 1

14 13 12 11 10 9 8 7 6 5 4 3 2 1

N 0°42'03" E 121.75'

123.28' 124.84' 126.13' 127.43' 128.72' 130.02' 131.31' 132.61' 133.90' 135.20' 136.49' 137.79' 139.08' N 0°42'03" E

140.63' EXISTING ROW

65.00

59.32' 60.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 60.02'

N 87°48'57" W

85.00

85.00

89.20'

N 87°48'57" E

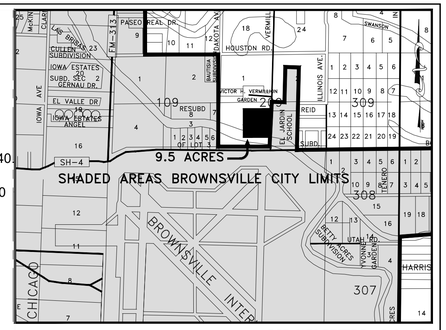
20ft Alleyway

20ft Alleyway

N 87°48'57" W 704.53'

53.00'

S 01°36'03" W



VICINITY MAP

SCALE : 1" = 2000'

PROPOSED LOT LAYOUT FOR FUTURE DEVELOPMENT

(58 SINGLE FAMILY LOTS)

9.50 ACRES OUT OF THE MEDRANO SUBDIVISION AS RECORDED IN VOLUME 14, PAGE 67 C.C.M.R. BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT 2023-22198 C.C.O.R.

PREPARED FOR: CAMCO BUILDERS
BROWNSVILLE, TEXAS 78526
PHONE (956) 465-7673
SEPTEMBER 2023

City of Brownsville Service Plan

The following services are to be provided within ninety (90) days:

1. **Police Protection:** Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency medical response.

2. **Fire Protection and Emergency Medical Services:** The City of Brownsville will provide first response fire and EMS service from Fire Station #8

3. **Solid Waste Collection:** The collection and disposal of solid waste will be extended to the area within thirty (30) days on the same basis as other residential and institutional customers. Disposal of all solid waste will be at the municipal sanitary landfill.

4. **Public Water and Sewer Services:** Water service will be provided to customer at the same rates charged like customer within the city limits. The City of Brownsville's subdivision ordinance requires that all line extension be made at the expense of the subdivider. The subdivision ordinance requires all lines extensions to conform to the standards and specifications adopted by the respective water purveyor. Water for the fire protection will be provide to the track on the same basis and subject to the same requirements as well new development within the city limits.

5. **Maintenance of Roads and Streets:** Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new developments be provided by the developer.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools:** No public parks, playgrounds, or swimming pools are located within the tract. All recreational facilities required by the development shall be provided at the expense of the developer, its successors and assigns, at such time as warranted by the development.

7. **Maintenance of Other Public Facilities:** All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the City at such time as warranted by the development

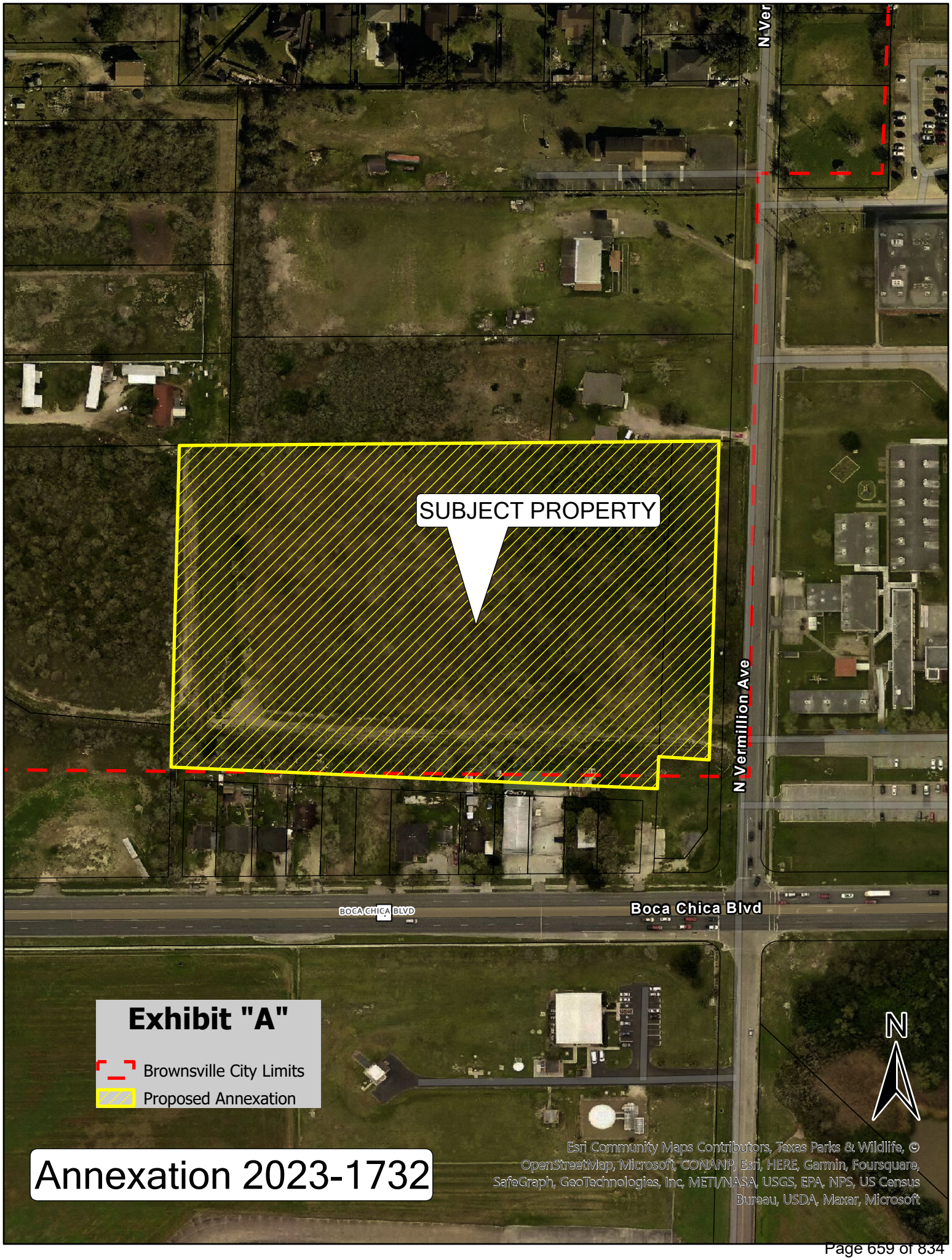
This Service Plan does not contemplate the creation of another political subdivision. It also does not propose fewer or a lower level of services than those currently existing in the tract.

Capital Improvements

The Service Plan does not require a landowner in the area to fund any necessary capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code, unless otherwise agreed to by the landowner.

Construction of any necessary capital improvements shall begin within two and a half years of the effective date of the annexation and shall be substantially completed within four and a half years after the date as provided by Section 43.056, Subchapter C, of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Commission, the ordinance shall supersede any provisions established herein.



Annexation 2023-1732

City Commission

NOVEMBER 14, 2023, MEETING

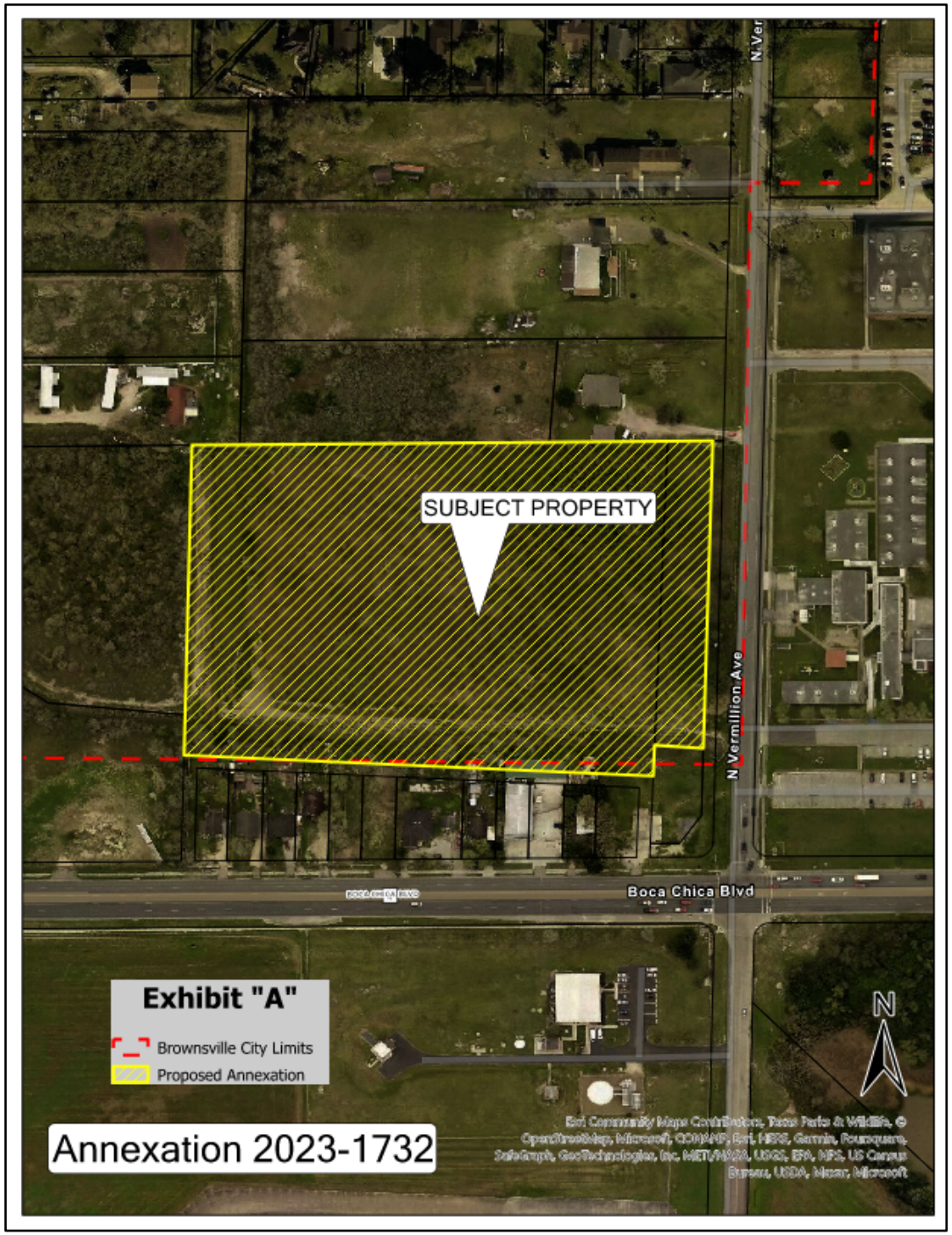
Ordinance No. 2023-1732

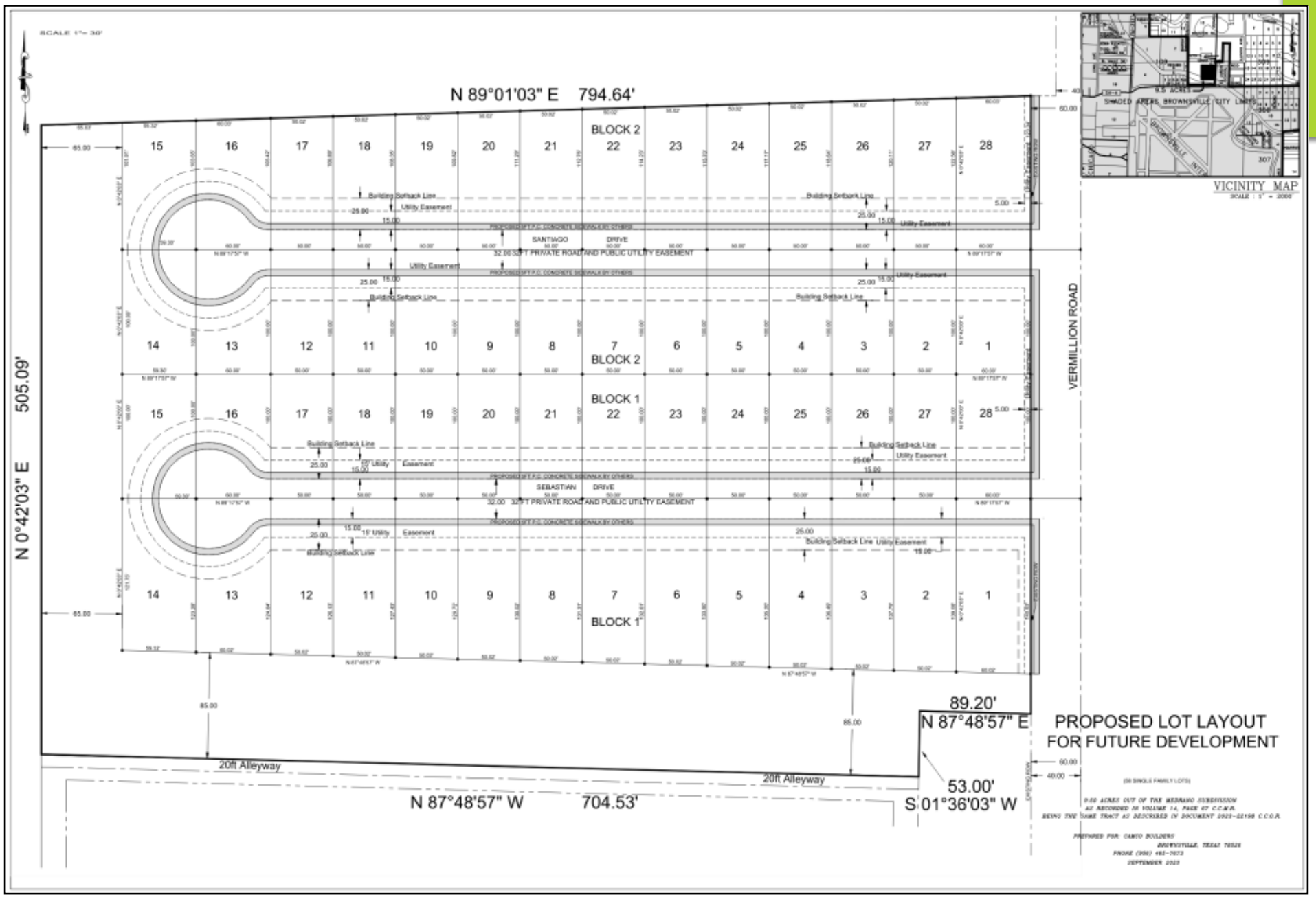
- Voluntary annexation petition into the City of Brownsville
- Petition by Camco Builders, LLC
- 9.61 acres
- Future single-family residential development: 56 Lots
- Fronting North Vermillion Avenue

TLGC Chapter 43-Municipal Annexation

Provides home-rule municipalities of more than 5,000 people the authority to extend their boundaries by annexing land that is adjacent and contiguous to their city limits.

- Voluntary petition to annex
- Written Service Agreement
- Public Hearing
- Proper noticing of annexation in newspaper
- Proper noticing to school districts and public entities


SUBJECT PROPERTY
N Vermillion Ave
Boca Chica Blvd
Exhibit "A"
Brownsville City Limits
Proposed Annexation
N
Annexation 2023-1732


N 89°01'03" E 794.64'
N 0°42'03" E 505.09'
BLOCK 2
BLOCK 1
SANTIAGO DRIVE
SEBASTIAN DRIVE
32.00 32FT PRIVATE ROAD AND PUBLIC UTILITY EASEMENT
VERMILLION ROAD
20ft Alleyway
N 87°48'57" W 704.53'
89.20'
N 87°48'57" E
53.00'
S 01°36'03" W
VICINITY MAP
PROPOSED LOT LAYOUT
FOR FUTURE DEVELOPMENT

Staff Recommendation

- Staff recommends approval to annex 9.61 acres of land into the City of Brownsville.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-033**, to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Saketa Holdings, LLC., proposes to change the Zoning Designation for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to establish a duplex and multi-family development.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling are also present within proximity of the subject property.

The property is located within the Employment Hub and Future Employment Hub. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property has an area of 40 acres and is currently vacant. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing large single-family estates and ranch/farming uses. A development consisting of 2 units on the same property is considered a duplex and requires a R-2 zoning, while a development where 3 units or more exists, the development is then categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-2 and R-3) may allow a density of 2 dwelling units per property or up to 30 dwelling units per acre, respectively. It is important to note that 10 acres will be used for multi-family development while the remaining 30 acres will be used for duplex lots (approximately 107).

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on November 2, 2023. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 111423
2. Binder 235-2023-033

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: NOVEMBER 14, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-033	2	Rezone	North Indiana Avenue	Saketa Holdings, LLC	To rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3)	To allow a duplex and multifamily development	No verbal or written opposition
235-2023-034-S	3	Specific Use Permit (SUP)	7215 Paredes Line Road	Saul Mascorro	To request a Specific Use Permit in Commercial Corridor (CC)	To allow a used car lot	No verbal or written opposition
235-2023-036	2	Rezone	North Central Avenue	Rolando Garza	To rezone from Residential Estate (RE) to Residential Transition (R-3).	To allow a multifamily development	No verbal or written opposition

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Saketa Holdings, LLC
Property Address: North Indiana Avenue & Oklahoma Avenue
Application Type: Rezone
Current Zoning: Agriculture (AG)
Application Date: October 3, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 34

Geo ID: 74-7540-4110-0080-00
Case No.: 235-2023-033
Proposed Use: Duplex & Multifamily Development
Proposed Zoning: R-2 & R-3
P&Z Date: November 2, 2023
Electoral District: 2
Annexation Year: 2023
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Indiana Avenue, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Heavy Industrial (HI) and Extraterritorial Jurisdiction (ETJ)
East: Extraterritorial Jurisdiction (ETJ)
South: Extraterritorial Jurisdiction (ETJ)
West: Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Employment Hub and Future Employment Hub. The land uses in the Employment Hub are half industrial, with a healthy mixture of all other land uses. Residential land uses should be primarily single family, duplex and triplex uses with an average density of 4 dwelling units per acre. Land uses in the Future Employment Hub should be almost all community facilities with a small number of industrial uses to allow for preserves and city owned land for municipal and infrastructure services. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3).

ORDINANCE NUMBER 235-2023-033

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas. .

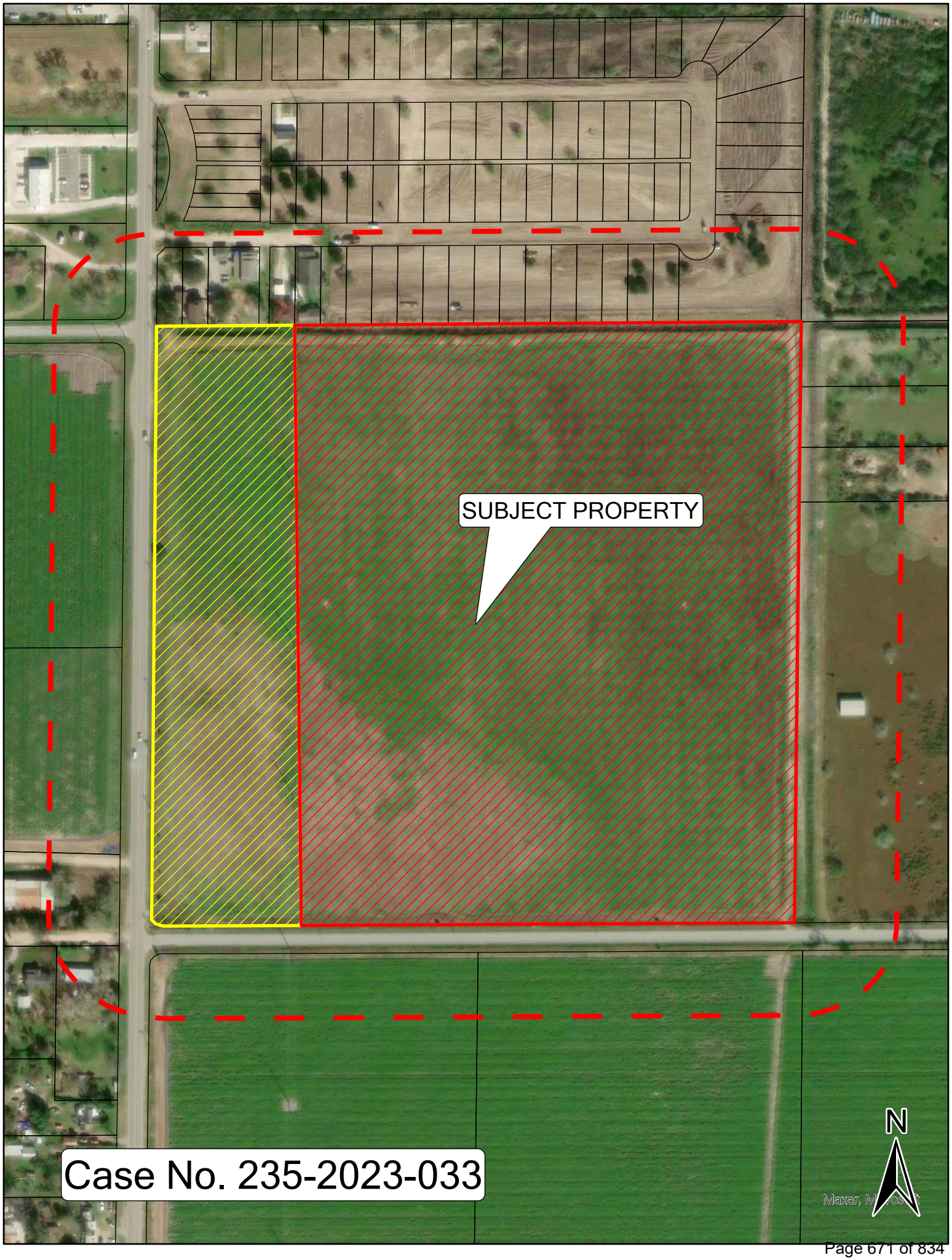
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
N
Case No. 235-2023-033

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial
- Brownsville City Limits

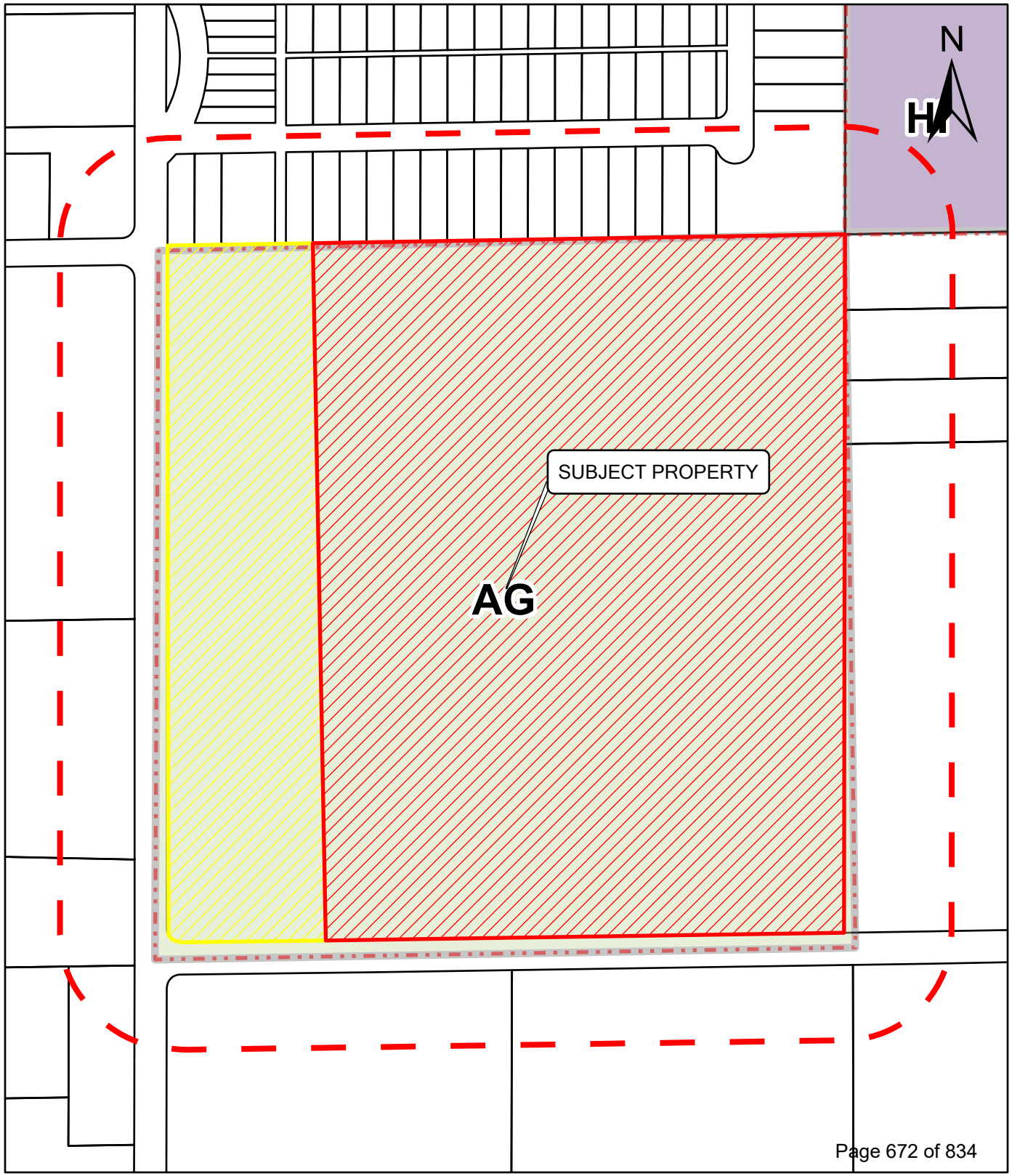
EXHIBIT "A"

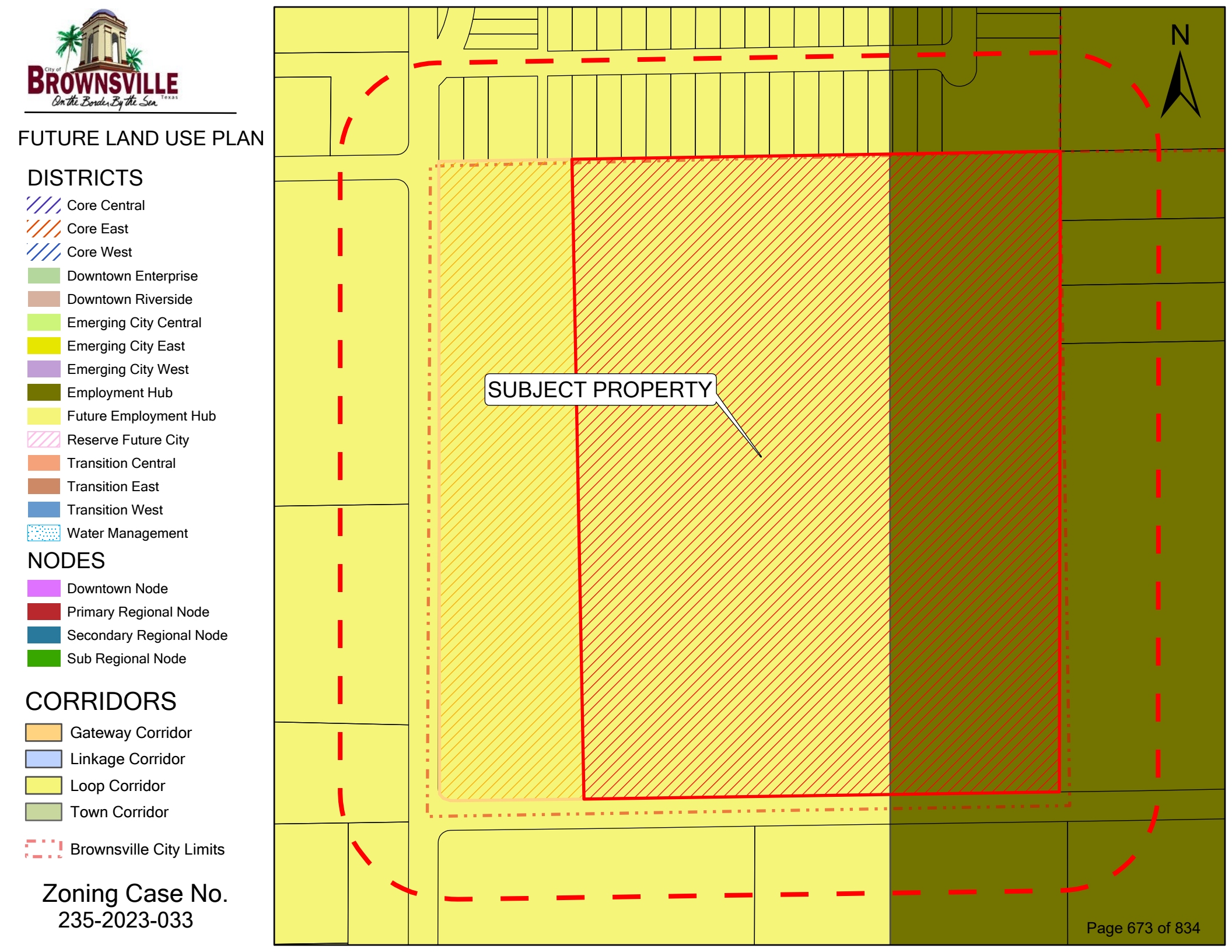
Rezoning request:
Case # 235-2023-033

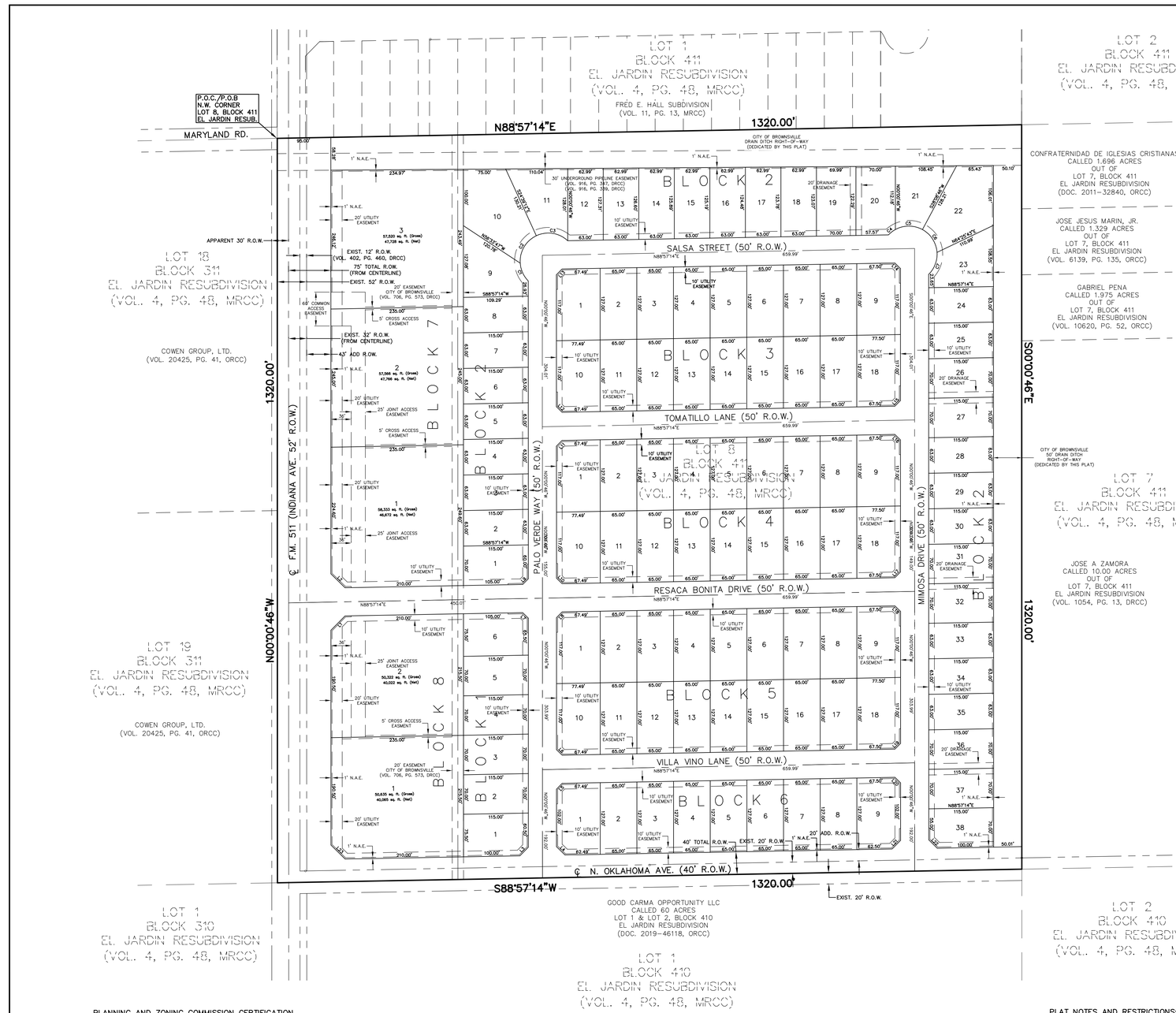
Current Zoning:
AG, Agricultural

Proposed Zoning:
R-2, Residential Suburban (30 Acres)
R-3, Residential Transition (10 Acres)

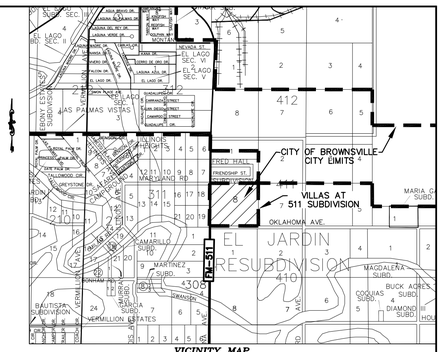
Brownsville Electoral District #2



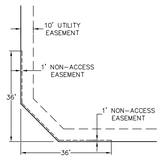

FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-033
SUBJECT PROPERTY
N



LEGEND	
⊕	Conc. Monu. Set
⊠	Conc. Monu. Found
○	Iron Pin Found
●	1/2" Iron Pin Set
✕	CPS Found
✕	Nail set in pavement
U.E.	Utility Easement
D.E.	Drainage Easement
N.A.E.	Non-Access Easement



VICINITY MAP
SCALE: 1" = 2000'



TYPICAL LOT CORNER DETAIL
(UNLES OTHERWISE SHOWN)
NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.67	S44°28'14"W
L2	35.04	S45°31'46"E
L3	21.40	N44°28'14"E
L4	21.02	S45°31'46"E
L5	14.27	N44°28'14"E
L6	14.01	N45°31'46"W
L7	14.01	S45°31'46"E
L8	14.27	N44°28'14"E
L9	14.27	N44°28'14"E
L10	14.01	S45°31'46"E
L11	14.27	N44°28'14"E
L12	14.01	S45°31'46"E
L13	14.27	N44°28'14"E
L14	14.01	S45°31'46"E
L15	14.27	S44°28'14"W
L16	14.01	S45°31'46"E
L17	14.27	S44°28'14"W
L18	14.01	N45°31'46"W
L19	14.27	S44°28'14"W
L20	14.01	S45°31'46"E
L21	21.40	S44°28'14"W
L22	21.02	S45°31'46"E
L23	35.04	S45°31'46"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD DIRECTION
C1	35.28	50.00	S24°16'46"E
C2	60.00	50.00	S30°18'44"W
C3	60.00	50.00	N80°56'16"W
C4	15.74	50.00	S52°27'23"W
C5	50.00	50.00	N89°52'28"W
C6	50.00	50.00	N32°34'28"W
C7	43.13	50.00	N20°47'23"E

METES AND BOUNDS DESCRIPTION

BEING LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205).

COMMENCING AT A POINT IN THE NORTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), SAID POINT ALSO BEING WITHIN THE RIGHT-OF-WAY OF F.M. 511 (INDIANA AVE.) FOR THE POINT OF BEGINNING AND FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE NORTH LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL, NORTH 88 DEGREES 57 MINUTES 14 SECONDS EAST, PASSING AT A DISTANCE OF 52.00 FEET THE APPARENT EAST RIGHT-OF-WAY LINE OF SAID F.M. 511 (INDIANA AVE.), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL FOR THE NORTHEAST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE EAST LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL, SOUTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, PASSING AT A DISTANCE OF 1,300.00 FEET THE APPARENT NORTH RIGHT-OF-WAY LINE OF N. OKLAHOMA AVENUE (40' R.O.W.), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT IN THE CENTERLINE OF SAID N. OKLAHOMA AVENUE (40' R.O.W.) FOR THE SOUTHEAST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE SOUTH LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE CENTERLINE OF SAID N. OKLAHOMA AVENUE (40' R.O.W.), SOUTH 88 DEGREES 57 MINUTES 14 SECONDS WEST, A DISTANCE OF 1,320.00 FEET TO A POINT IN THE CENTERLINE OF SAID F.M. 511 (INDIANA AVE.) FOR THE SOUTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE WEST LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE CENTERLINE OF SAID F.M. 511 (INDIANA AVE.), NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE BEST OF MY KNOWLEDGE. ALL DISTANCES ARE IN FEET.

Robert L. Closner — 9/13/23

ROBERT L. CLOSNER, JR., R.P.L.S.
REG. NO. 5983

MARCH 2023
DATE OF SURVEY

DATE

STATE OF TEXAS
REGISTERED
ROBERT L. CLOSNER, JR.
5983
PROFESSIONAL
LAND SURVEYOR

PLANNING AND ZONING COMMISSION CERTIFICATION

I, RONALD MILLS, CHAIRMAN OF THE PLANNING AND ZONING CIMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, DO HEREBY CERTIFY THAT SAID COMMISION HAS APPROVED THIS ____, 20__ VERSION OF THE MASTER PLAN OF "VILLAS AT 511 SUBDIVISION, WITH SAID MASTER PLAN CONSISTING OF A TOTAL OF ONE (1) SHEET OF WHICH THIS IS SHEET NO. 1 AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID MASTER PLAN AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE _____ DAY OF _____,20___.

_____ _____
RONALD MILLS — DATE
CHAIRMAN OF THE PLANNING AND ZONING COMMISION

_____ _____
DEREK BENAVIDES — DATE
SECRETARY

PLAT NOTES AND RESTRICTIONS:

1.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD; ACCORDING TO COMMUNITY PANEL NUMBER: 48061C0595F, EFF. DATE 2/16/18, AS PREPARED BY FEMA. BASED ON GRAPHICAL REPRESENTATION.

2.) MINIMUM FINISHED FLOOR ELEVATION SHALL BE ELEV. 18" ABOVE TOP OF CURB AT CENTER OF LOT,

3.) BENCHMARK:
NGS AB1206 ELEV. 16.15 (NAVD 88) – LOCATED ON ROBINDALE ROAD APPROXIMATELY 36 FEET SOUTH OF THE ENTRANCE TO THE BROWNSVILLE ROBINDALE WASTEWATER TREATMENT PLANT.
TBM – RR SPIKE SET IN POWERPOLE ELEV. 22.43 (NAVD 88)

4.) BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983, TEXAS SOUTH ZONE.

5.) SETBACKS SHALL COMPLY WITH CITY ZONING ORIDINANCE.

6.) BLOCKS 1 – 6: DESIGNATED FOR RESIDENTIAL USE.

7.) BLOCKS 7 – 8: DESIGNATED FOR MULTIFAMILY USE.
A.) MAY REQUIRE ON-SITE DETENTION AS PER CITY OF BROWNSVILLE STANDARDS.

8.) ALL STREET RIGHT-OF-WAY, AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE CITY OF BROWNSVILLE BY THIS PLAT.

MP NO.: _____
107 TWO-FAMILY LOTS; 5 MULTI-FAMILY LOTS

MASTER PLAN
OF
VILLAS AT 511 SUBDIVISION

A 40.00 ACRE TRACT OF LAND, MORE OR LESS, BEING LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS CAMERON COUNTY, TEXAS.

JCS ENGINEERING AND SURVEYING
PO BOX 170
MERCEDES, TEXAS 78570
PHONE (956) 565-2688
FAX (956) 565-0347
TBPE FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200

SHEET 1 OF 1

PRINCIPAL CONTACTS:

	NAME	ADDRESS	PHONE	EMAIL
OWNER/DEVELOPER:	SAKETA HOLDINGS, LLC	15 OAK LANE, GREEN BROOK, NJ 08812	(845) 392-8254	stalla@hotmail.com
ENGINEER:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX 78570	(956) 565-2688	bclosner@jimmyclosner.com
SURVEYOR:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX 78570	(956) 565-2688	bclosner@jimmyclosner.com

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-034-S**, to request a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Saul Mascorro, is requesting a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526.

The predominant land use in the surrounding area is commercial development. Additional uses, such as undeveloped land, single-family dwelling, and industrial developments are also present within the vicinity.

The property is located within the Town Corridor. The request is not consistent with the Future Land Use Plan.

Project Scope and Analysis:

The subject property is approximately 0.15 acre and fronts Paredes Line Road where commercial uses are prevalent. This parcel currently lies within an area where properties are operating as used car lots. It is important to note that some of these existing used car lots are operating without a Certificate of Occupancy. Staff would also like to point out that the majority of these businesses existed prior to the incorporation of the parcels into the City of Brownsville. The current zoning designation of the property (Commercial Corridor) primarily permits residential and neighborhood oriented commercial uses; however, a used car lot does not fall under this category of uses. As per the Unified Development Code (UDC), a used car lot requires that a Specific Use Permit be granted to the property. A specific use permit would

prevent spot zoning and would add a layer of protection for adjacent properties.

It is the opinion of staff that the proposed use would not be adequate in this area.

If approved, staff proposes that the development be subject to the following conditions; however, the City Commission has the authority to add or remove items to this list.

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- All storage of inventory must be with the property
- All unloading of the inventory must be carried out within the property
- All types of work to vehicles must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on November 2, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Commercial Corridor (CC).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 111423
2. Binder 235-2023-034-S

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: NOVEMBER 14, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-033	2	Rezone	North Indiana Avenue	Saketa Holdings, LLC	To rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3)	To allow a duplex and multifamily development	No verbal or written opposition
235-2023-034-S	3	Specific Use Permit (SUP)	7215 Paredes Line Road	Saul Mascorro	To request a Specific Use Permit in Commercial Corridor (CC)	To allow a used car lot	No verbal or written opposition
235-2023-036	2	Rezone	North Central Avenue	Rolando Garza	To rezone from Residential Estate (RE) to Residential Transition (R-3).	To allow a multifamily development	No verbal or written opposition

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Saul Mascorro
Property Address: 7215 Paredes Line Road
Application Type: Specific Use Permit (SUP)
Current Zoning: Commercial Corridor (CC)
Application Date: October 3, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 78-9640-0010-0030-00
Case No.: 235-2023-034-S
Proposed Use: Used Car Lot
Proposed Zoning: Commercial Corridor (CC) with SUP
P&Z Date: November 2, 2023
Electoral District: 3
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: A 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Paredes Line Road, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Commercial Development.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Industrial Development
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Commercial Corridor (CC) and Regional Center (RC)
East: Commercial Corridor (CC) and Light Industrial (LI)
South: Commercial Corridor (CC)
West: Commercial Corridor (CC)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Land uses in the Town Corridor are primarily residential, with small clusters of commercial land uses. Residential land uses should be primarily single-family with attached townhomes and some larger lots with an average density of 3 dwelling units per acre. It is the opinion of staff that the request is not consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally not be compatible with surrounding uses and would create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would not fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends denial of the Specific Use Permit (SUP) to allow a used car lot in Commercial Corridor (CC).

ORDINANCE NUMBER 235-2023-034-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family uses
- Storage of inventory within the property
- Unloading of inventory within the property
- All type of work must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary


AURORA ST
SUBJECT PROPERTY
PAREDES LINE RD
N
Case No. 235-2023-034-S

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial
- Brownsville City Limits

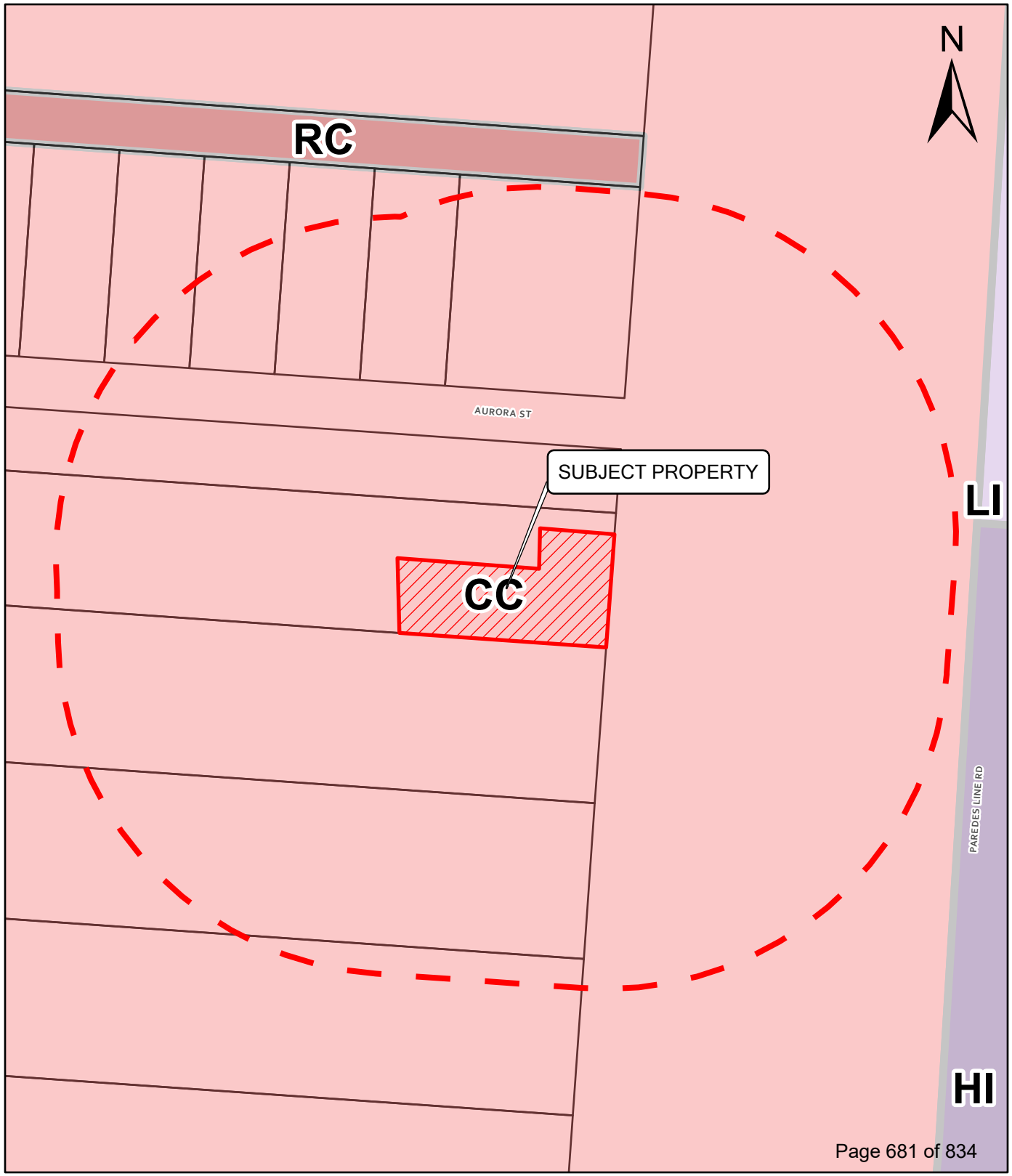
EXHIBIT "A"

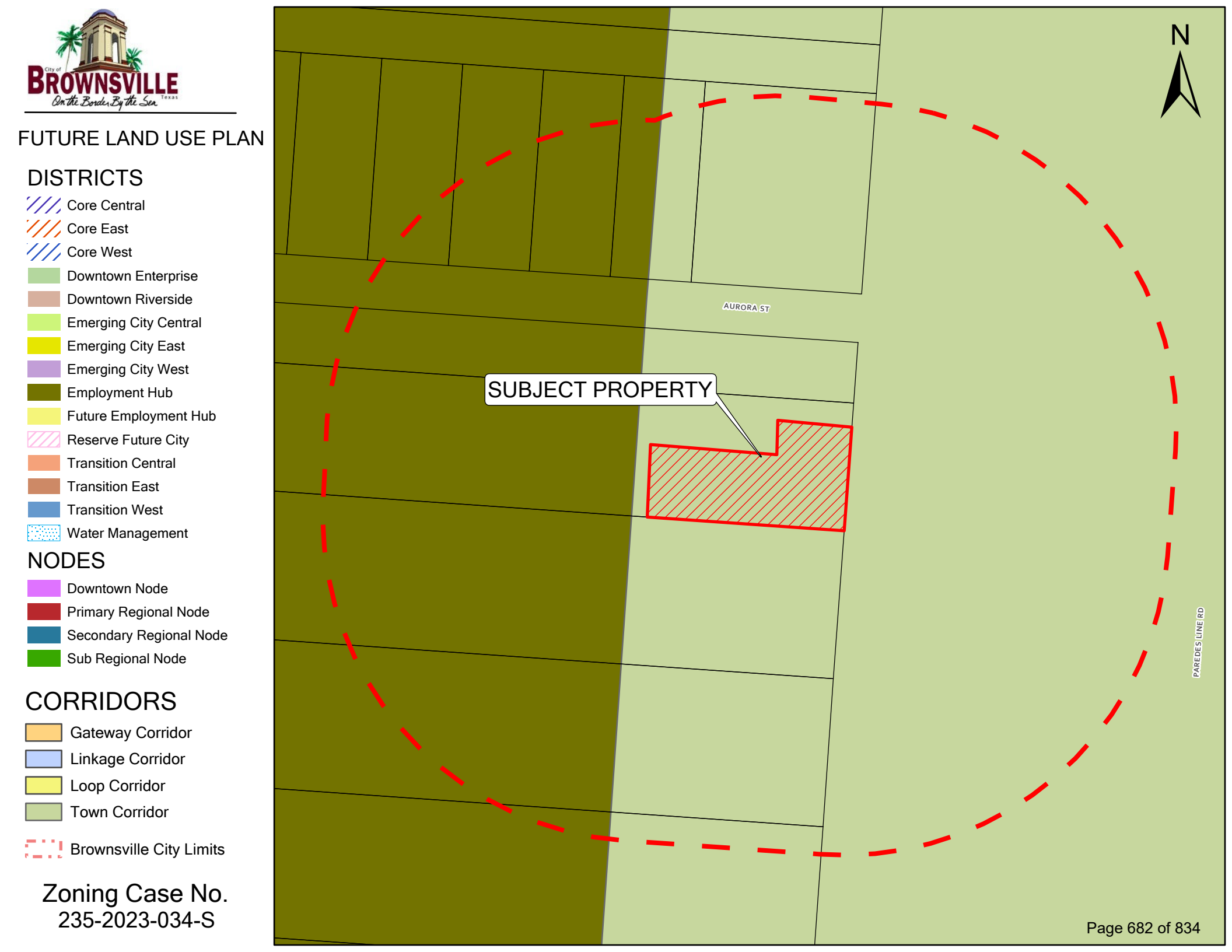
Rezoning request:
Case # 235-2023-034-S

Current Zoning:
CC, Commercial Corridor

Proposed Zoning:
SUP, Specific Use Permit

Brownsville Electoral District #3



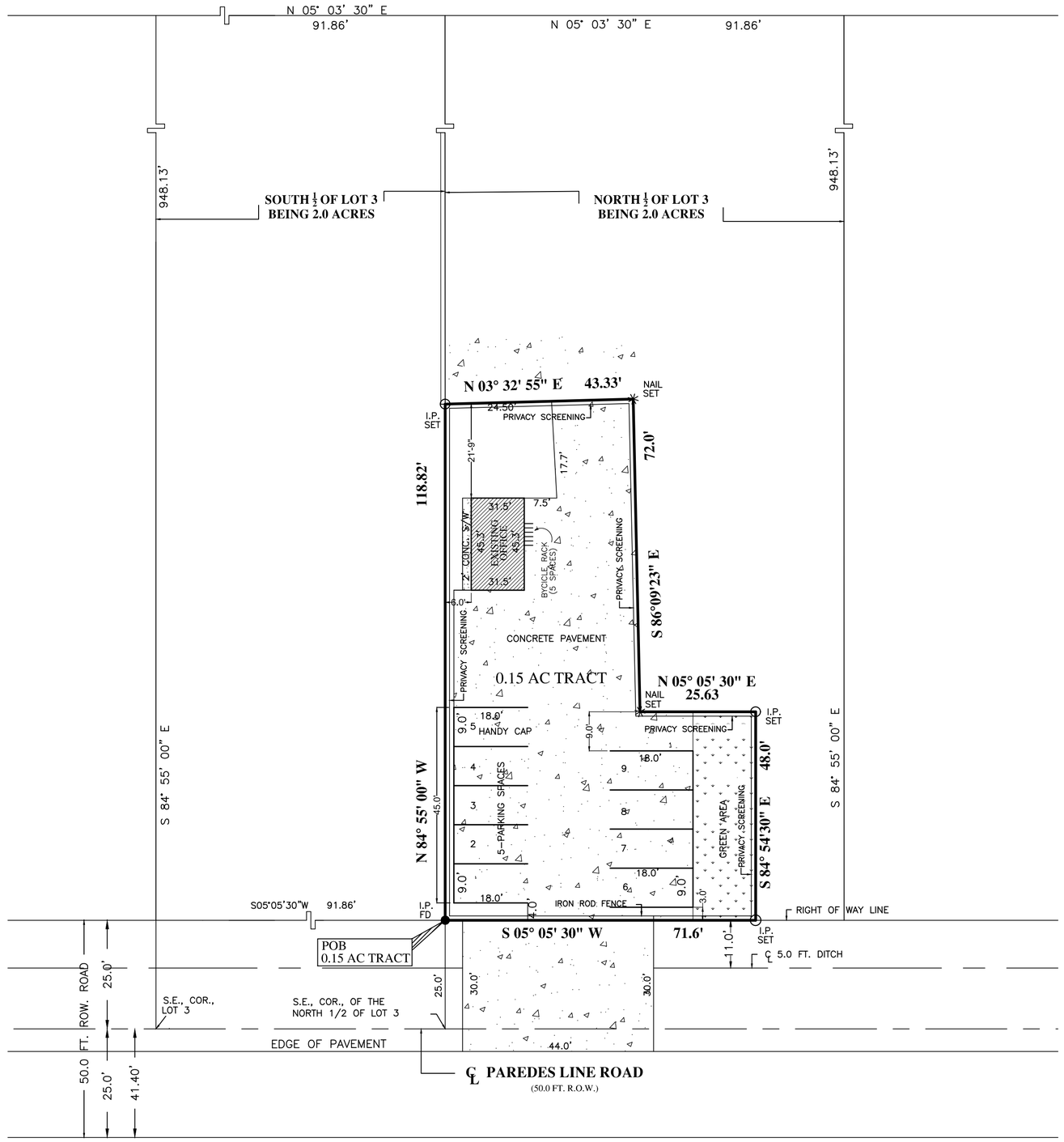

FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-034-S
N
AURORA ST
SUBJECT PROPERTY
PAREDES LINE RD

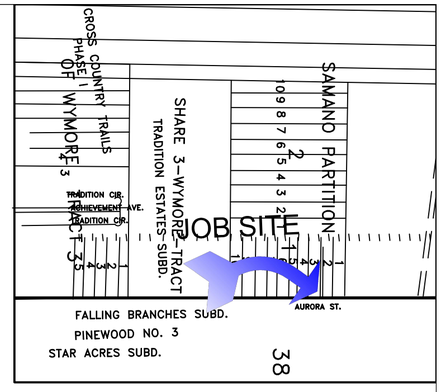
NOTES :

1.- CARPORT WAS NOT MEETING THE RESIDENTIAL BECAUSE THE ENTIRE PROPERTY IS COMMERCIAL ZONING AND THE CAR LOT OWNER IS THE OWNER OF THE ENTIRE PROPERTY.
2.- TOTAL OF 9 INVENTORY VEHICLE SPACES ARE PLANNED FOR INVENTORY PURPOSES.
3.- BUILDING WILL PROVIDE A 5 SPACES BYCICLE RACK.
4.- GREEN AREA OF 692.4 SQ.FT.
5.- PRIVACY SCREENING HAS BEEN ADDDED ALL AROUND THE SITE PLAN.

NOTES :

A.- ORGANIZED PARKING ON INVENTORY
B.- ADEQUATE SPACE FOR TRAFFIC FLOW
C.- MANSONRY WALL SCREENING ALONG ALL PROPERTY LINES ABUTTING SINGLE FAMILY-USES.
D.- STORAGE OF INVENTORY WITHIN THE PROPERTY
E.- UNLOADING OF INVENTORY WITHIN THE PROPERTY
F.- ALL TYPE OF WORK MUST BE DONE WITHIN ENCLOSED AREAS
G.- ALL VEHICLES MUST BE PARKED ON IMPROVED SURFACES (I.E., CONCRETE OR ASPHALT)





VICINITY MAP

LEGEND

☼	SECURITY LIGHT
△	CAS METER
⊖	POWER POLE
□	WATER METER
⊠	TELEVISION PEDESTAL
⊖	TELEPHONE PEDESTAL
⊠	ELECTRIC JUNCTION BOX
⊕	FIRE HYDRANT
-//-//-	BARBED WIRE FENCE
-x-x-	HOG WIRE FENCE
-o-o-o-	CHAIN LINK FENCE
-□-□-	PRIVACY SCREENING
℄	PROPERTY LINE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
R-O-W	RIGHT-OF-WAY
B-C	BACK OF CURVE
●	IRON PIN FOUND
○	IRON PIN SET
■	CONC. MONUMENT FOUND
*	COTTON PICKER SPINDLE
T-B-M	TEMPORARY BENCH MARK

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SURVEY DESCRIBED HEREON WAS MADE ON THE GROUND ON 09/29/2023 THAT THE ONLY IMPROVEMENTS ON ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING APPARENT CONFLICTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN HERON. ALL THE ROAD AND RIGHT-OF-WAYS SHOWN ARE AS PER MAP RECORDS, VOLUME 14, PAGES 49 AND 49-A C.C.M.R. THIS CERTIFCATE IS ONLY VALID WITH AN ORIGINAL SINGATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.

MANUEL J. MONTEMAYOR PE/RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR #2977
REV. 10/02/2023

STATE OF TEXAS · REGISTERED · MANUEL J. MONTEMAYOR · 2977 · PROFESSIONAL LAND SURVEYOR

SITE PLAN

BEING
0.15 ACRE TRACT
OUT OF THE
THE NORTH HALVE 1/2 OF LOT THREE (3), BLOCK ONE (1),
M. SAMANO PARTITION
OF A PORTION OF THE WYMORE TRACT IN
CAMERON COUNTY, TEXAS, ACCORDING TO
THE PLAT THEREOF RECORDED IN
VOLUME 14, PAGE 49 AND 49-A, MAP RECORDS
CAMERON COUNTY, TEXAS.

SURVEYED FOR: MARISELA MASCORRO

COPY RIGHT NOTICE !!

COPYRIGHT 2023, MONTEMAYOR ENGINEERING, INC., 6491 PAREDES LINE ROAD, BROWNSVILLE, TEXAS 78526 MANUEL J. MONTEMAYOR, REGISTERED PROFESSIONAL LAND SURVEYOR. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS AFTER THIS SURVEY WAS PROVIDED.

ADDRESS OF PROPERTY:
7215 PAREDES LINE ROAD
BROWNSVILLE, TEXAS 78526

MONTEMAYOR - HANSEN
GARCIA - VILLAFRANCO & ASSOCIATES
SURVEYORS • PLANNERS
6491 Paredes Line Road, Brownsville, TX 78526
Office: (956) 546-0671 Fax: (956) 541-8606
mjmonte6491@gmail.com www.montemayorengineering.com

Drawn by: O.C.	Since 1972	Scale: 1" = 20.0'
Checked by: J.C.R.		Date: 09/11/2023
Approved by: M.J. Montemayor		Rev. Date: 10/02/2023
Project No. ME -27060	Firm # 13652	Sheet: 1 of 1

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-036**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:
Property owner, Rolando Garza, proposes to change the Zoning Designation for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) to establish a multi-family development.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land are also present within proximity of the subject property.

The property is located within the Transition Central District. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an area of 5.0 acres and is currently vacant. The applicant is requesting a zoning reclassification due to the current zoning (RE) only allowing large single-family estates. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. **A development proposal has not yet been submitted to staff to determine the final density.**

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on November 2, 2023. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Transition (R-3).

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder 235-2023-036
2. First Reading Zoning Cases 111423

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Rolando Garza
Property Address: North Central Avenue
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: October 9, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 74-7960-1430-0200-00
Case No.: 235-2023-036
Proposed Use: Multifamily Development
Proposed Zoning: Residential Transition (R-3)
P&Z Date: November 2, 2023
Electoral District: 2
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting North Central Avenue, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Single-Family Dwelling
South: Single-Family Dwelling
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE), Residential Single-Family (R-1), and Extraterritorial Jurisdiction (ETJ)
East: Extraterritorial Jurisdiction (ETJ)
South: Residential Estate (RE), Residential Single-Family (R-1), and Residential Transition (R-3)
West: Residential Single-Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central District. Commercial uses in this district should be neighborhood oriented, and industrial uses could include both light and medium industry and warehousing. The average density should be 2 swelling units per acre in a variety of lot sizes to create visual variation and encourage distinct neighborhoods. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Residential Transition (R-3).

ORDINANCE NUMBER 235-2023-036

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Block 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas. .

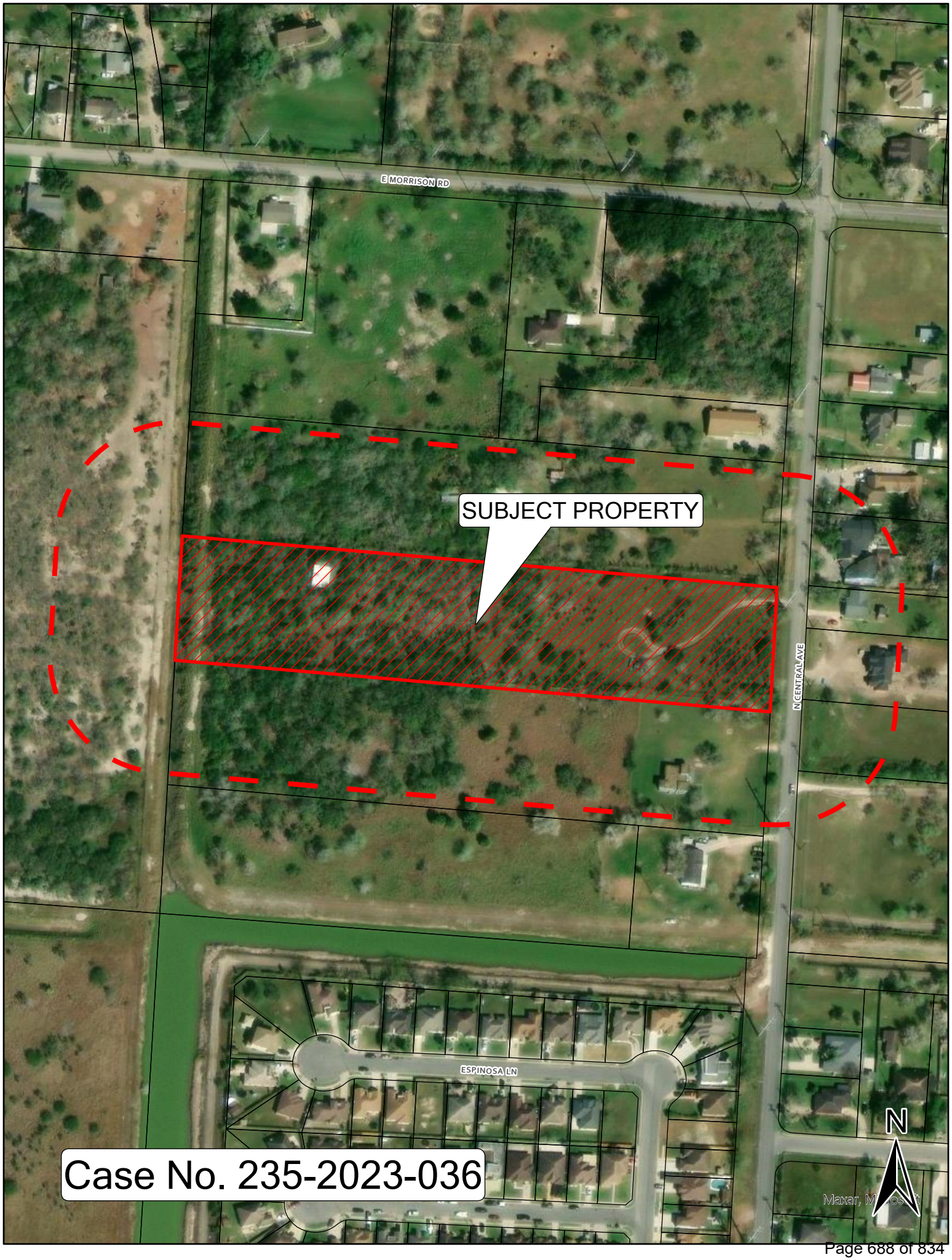
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


E MORRISON RD
SUBJECT PROPERTY
N CENTRAL AVE
ESPINOSA LN
N
Case No. 235-2023-036
Maxar, Microsoft

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial
- Brownsville City Limits

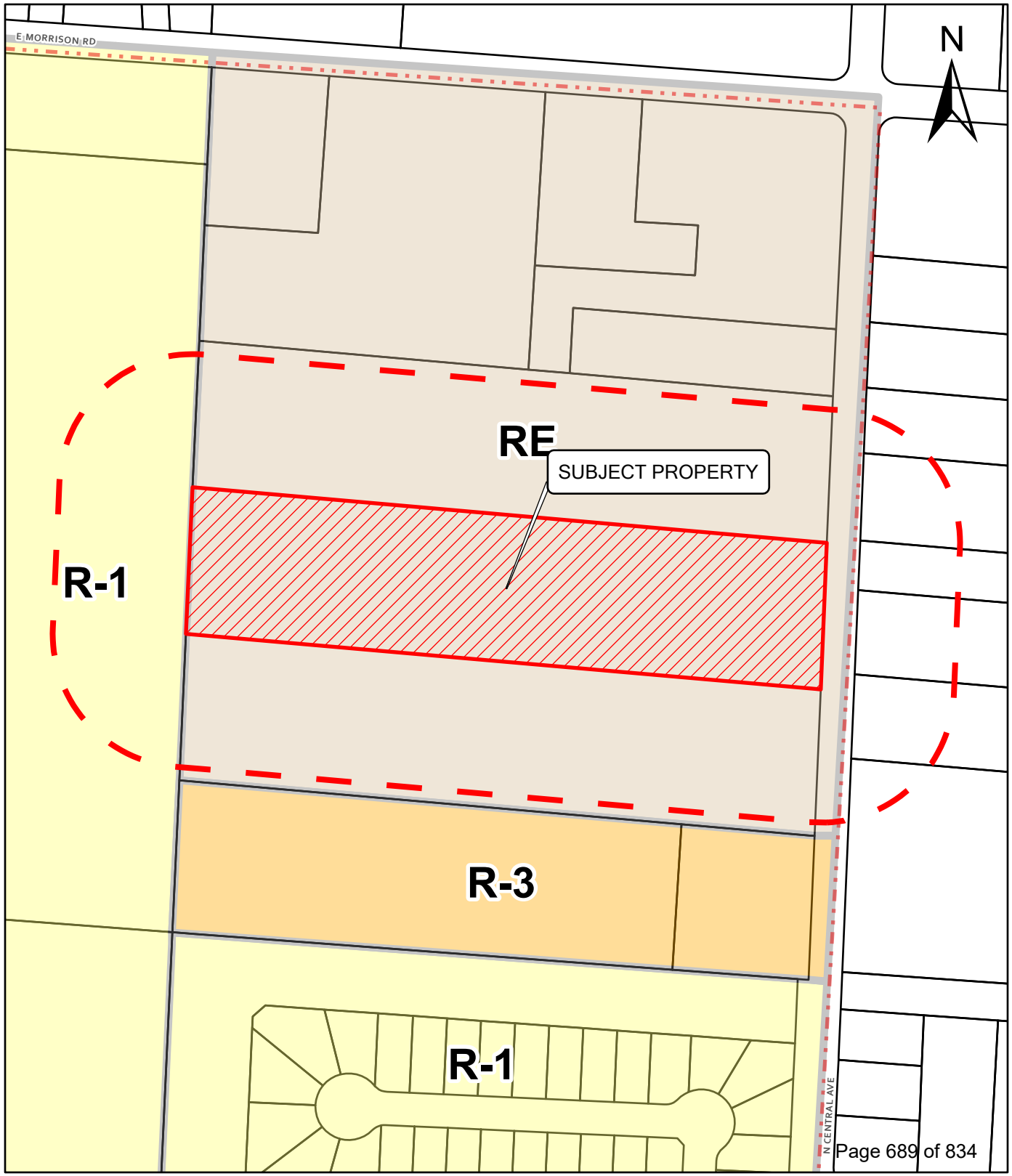
EXHIBIT "A"

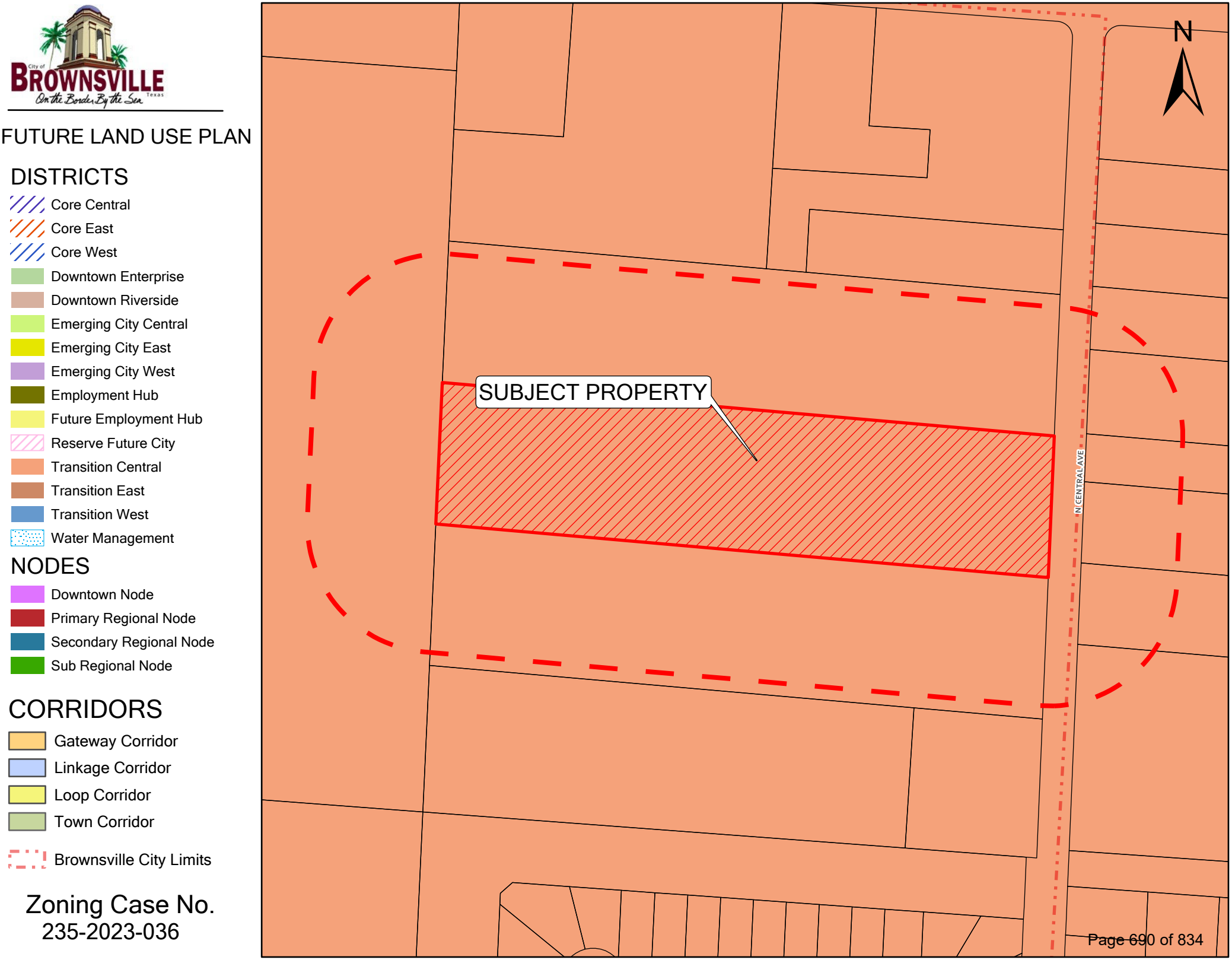
Rezoning request:
Case # 235-2023-036

Current Zoning:
RE, Residential Estate

Proposed Zoning:
R-3, Residential Transition

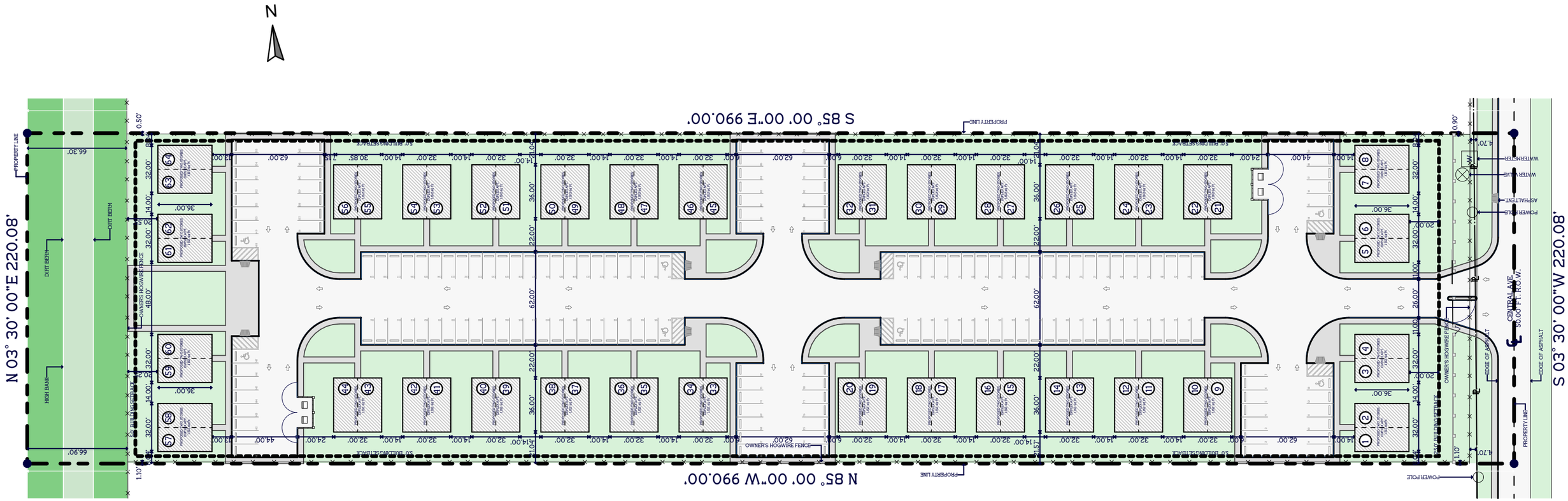
Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-036
SUBJECT PROPERTY
N CENTRAL AVE
N

THIS LAYOUT IS ONLY A PRELIMINARY DESIGN, NOT THE OFFICIAL SET PLAN FOR THE PERMIT. VERTEX DESIGN STUDIO, RESERVES THE RIGHT NOT TO ALLOW THIS PLANE TO BE USED TO BUILD, PLEASE COMMUNICATE DIRECTLY WITH THE COMPANY TO ASK FOR THE FINAL SET.

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VERTEX Design Studio

DRAWN BY: FELIPE N. RIVERA

CLIENT'S NAME: RICARDO GARZA			PRELIMINARY SET ID: DP-3
DATE: 9/22/2023	CUSTOMER'S ADDRESS: 0000 CENTRAL AVE. EL JARDIN SUBDIVISION SEC. SHARE 27, LOT X - BLOCK 143 BROWNSVILLE, TEXAS.	32 DUPLEX BUILDINGS TOTAL(2 STORIES) 66 UNITS TOTAL	DRAWING NAME: SITE PLAN

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: NOVEMBER 14, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-033	2	Rezone	North Indiana Avenue	Saketa Holdings, LLC	To rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3)	To allow a duplex and multifamily development	No verbal or written opposition
235-2023-034-S	3	Specific Use Permit (SUP)	7215 Paredes Line Road	Saul Mascorro	To request a Specific Use Permit in Commercial Corridor (CC)	To allow a used car lot	No verbal or written opposition
235-2023-036	2	Rezone	North Central Avenue	Rolando Garza	To rezone from Residential Estate (RE) to Residential Transition (R-3).	To allow a multifamily development	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, November 14, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to add Article XIV - Establishments not licensed by the Texas Alcoholic Beverage Commission (TABC), amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department)

Summary:
The proposed ordinance establishes regulations for commercial establishments that are not licensed by the Texas Alcoholic Beverage Commission but allows patrons to bring their own alcoholic beverages onto the premises for consumption.

The ordinance will also amend the City's Master Fee Schedule to adopt annual permit and inspection fees necessary to carry out these regulations. The fees proposed are as follows:

$100.00:	BYOB Permit Fee
$466.00:	BYOB Inspection Fee
$350.00:	BYOB Reinspection Fee

These fees are in line with other jurisdictions that have similar BYOB regulations. Staff believes these proposed fee levels are reasonable and will recuperate staff time processing the permit applications and conducting inspections.

Project Scope and Analysis:

Funding:
Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adopting the first reading of the ordinance.

Commission Pillar:
Public Safety

Attachments:
1. COB_BYOB Ordinance (JMA v2_11.14.2023 CC Meeting)

ORDINANCE NUMBER 2023-1733

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE AMENDING CHAPTER 22 – BUSINESSES TO INCLUDE ARTICLE XIV – ESTABLISHMENT NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC), AND AMENDING THE CITY'S MASTER FEE SCHEDULE TO ADOPT ANNUAL PERMIT AND INSPECTION FEES; AND OTHER RELATED MATTERS.

WHEREAS, the City Commission ("Commission") of the City of Brownsville ("City"), is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, as a home-rule municipality, the City has the power to enact ordinances in accordance with Article V, Section 15 of the City's Charter; and

WHEREAS, pursuant to the laws of the State of Texas, including Section 51.001 of the Texas Local Government Code, the Commission has the authority to adopt an ordinance that, among other things, is for the good government, peace, or order of Brownsville; and

WHEREAS, the Texas Alcoholic Beverage Code (the "Code") regulates the manufacture, sale, distribution, transportation, and possession of alcoholic beverages by licensed and permitted establishments; and

WHEREAS, the Texas Alcoholic Beverage Commission ("Agency") only regulates and enforces that Code as it applies to licensed and/or permitted establishments; and

WHEREAS, venues that allow patrons to bring their own alcoholic beverages on the premises ("BYOB") are not licensed or permitted by the Agency and therefore have no regulations imposed on them by the Code; and

WHEREAS, establishments that are licensed or permitted by the Agency are regulated by the Code in a manner designed to prevent them from becoming a nuisance to the surrounding neighborhood, community, and the general public; and

WHEREAS, without similar regulations for unlicensed and/or unpermitted venues, BYOB venues can become a nuisance to the surrounding neighborhood, community, and the general public; and

WHEREAS, data collected over a year period shows that calls for service to the Brownsville Police Department ("BPD") generated from known BYOBs in the City are highest during the hours from 12:00 am until 5:00 am, and peak between the hours of 1:00 am to 4:00 am; and

WHEREAS, the calls for service received by the BPD to known BYOBs show the types of nuisance activity that can result from having unregulated venues where alcohol is consumed on-premises at all hours of the late night and into the early morning; and

WHEREAS, the Commission desires to enact an ordinance which creates a permitting process for BYOBs and imposes restrictions on the hours of operation for said BYOBs to mirror state law restrictions on the hours of consumption of alcohol at licensed or permitted alcohol establishments; and

WHEREAS, the Commission finds that creating a permitting process for BYOBs and imposing restrictions on hours of operation for BYOBs are regulations that are consistent with, ancillary to, not any stricter than, and in harmony with the general scope and purpose of what is imposed on licensed and permitted establishments under the Code, and that the regulations contained in this ordinance do not conflict with the Texas Alcoholic Beverage Code; and

WHEREAS, the Commission finds that the City will incur costs to review, process, and issue BYOB Permits and that establishing a fee is necessary to recover these costs associated with the BYOB Permits; and

WHEREAS, the Commission finds that it is necessary and proper to preserve the good government, peace, order, health, and safety of the City and its residents, visitors and the general public to adopt an ordinance regulating BYOB Venues; and

WHEREAS, the Commission finds it necessary to amend the Master Fee Schedule codified in Ordinance Number 2022-1673-A, as amended, in order to recover costs incurred by the City in connection with the permitting and services provided herein; and

WHEREAS, the Commission finds that it is in the public interest to amend the Master Fee Schedule in order to promote the fiscal sustainability of the City; and

WHEREAS, the meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place, and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE THAT:

SECTION 1: The Commission officially finds and declares that the facts and recitations set forth in the preamble to this ordinance are true and correct.

SECTION 2: Chapter 22 – Businesses of the City's Code is hereby supplemented by the addition of Article XIV to read as follows:

CHAPTER 22 – BUSINESSES, ARTICLE XIV – ESTABLISHMENTS NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION

DIVISION 1. GENERALLY

Sec. 22-659. Purpose.

The purpose of this chapter is to regulate commercial establishments not licensed or permitted by the Texas Alcoholic Beverage Commission (TABC) that allow patrons to bring their own alcoholic beverages onto the premises for consumption. This practice is commonly referred to as "BYOB", an initialism standing for "bring your own bottle."

Sec. 22-660. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage has the meaning assigned by the Texas Alcoholic Beverage Code.

Applicant means owner or operator of the BYOB establishment.

BYOB establishment means an establishment to which this article applies, as described in section 22-661 (Applicability).

Department means the Planning and Redevelopment Services Department of the City of Brownsville.

Director means the Director of the Planning and Redevelopment Services Department of the City of Brownsville, or the director's designees.

Hearing officer means an individual designated by the Director to conduct administrative appeal hearings.

Inspection means the annual or any subsequent on-site assessment by officers of the Brownsville Police Department of the physical, operational, and on-site measures in effect on the property to comply with the minimum requirements in section 22-678.

Operator means the manager or other natural person principally in charge who will be physically present at the establishment during operating hours.

Owner means the person or persons who are the principal owners of the BYOB establishment.

Police official means the chief of police or the chief's designees.

Premises means the grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the owner.

Sec. 22-661. Applicability.

(a) Except as provided in subsection (b), this article applies to an establishment that:

(1) Is not licensed or permitted by the TABC;

(2) Is open to the public between 12:01 a.m. and 7:00 a.m.; and

(3) Allows patrons to bring alcoholic beverages onto the premises for possession and consumption.

(b) This chapter does not apply to:

(1) A residence;

(2) A fraternal or veteran's organization, as defined by the Texas Alcoholic Beverage Code;

(3) A university or college providing a degree program;

(4) A church, as defined in the Unified Development Code of the City of Brownsville, Section 4.4.3 – Religious Assembly or Institution;

(5) A bingo facility licensed under chapter 2001 of the Texas Occupations Code;

(6) A banquet hall; or

(7) A theater that accommodates more than 100 persons.

DIVISION 2. PERMITS

Sec. 22-662. Permit required.

(a) It shall be unlawful for any person to operate a BYOB establishment in the city who has not obtained a permit issued by the department as required by this section.

(b) An owner must obtain a separate permit for each BYOB establishment location.

Sec. 22-663. Permit application.

(a) An applicant shall apply for a BYOB permit annually. Application forms shall be supplied by the Director. The applicant shall be required to give the following information on the application form:

(1) The name, street address (and mailing address if different), email address, personal telephone number, and state driver's license number of each owner and operator, and the name, street address (and mailing address if different), personal telephone number, and email address of each owner;

(2) The name under which the BYOB establishment is to be operated;

(3) The nature and extent of each owner's interest in the BYOB establishment;

(4) The address and telephone number of the BYOB establishment. The use of a public or private post office box or other similar address shall not be sufficient for the purposes of complying with this subsection;

(5) If the BYOB establishment is in operation, the date on which the current owner

acquired the BYOB establishment for which the permit is sought;

(6) If the BYOB establishment is not in operation, the expected start-up date;

(7) For each owner and operator, fingerprints and a national criminal history check required by section 22-664;

(8) The registration certificate or assumed name certificate of the BYOB establishment from the Secretary of State, or the registration of assumed name filed in the office of the Cameron County Clerk;

(9) A copy of the BYOB establishment's certificate of occupancy;

(10) Scaled drawings of the premises, including:

a. A site plan;

b. The floor plan of each building; and

c. A designation of the areas where consumption of alcohol is to be allowed;

(11) A security plan that meets or exceeds the minimum standards established by this chapter, as determined by the police official;

(12) A copy of the lease agreement where the BYOB establishment will be operating, or proof of ownership of the property, if applicable; and

(13) Other information reasonably required by the Director.

(b) The annual permit and inspection fee stated in the city fee schedule shall be payable upon the submission of the application and shall be nonrefundable.

Sec. 22-664. Criminal history check.

Upon submitting an application for a permit under this article, the applicant, and any owners and operators, shall provide to the director, a national criminal history check on each applicant, owner, or operator, to ensure compliance with this chapter. This provision shall not be construed to preclude the director from obtaining interim reports at the expense of the city.

As provided in this Code, the permit application for a BYOB establishment may be denied or revoked at the time of initial application or for any renewal in accordance with section 22-670 if the owner or operator has been convicted of a criminal offense listed in section 22-265(c)(2)(a-g).

Sec. 22-665. Permit approval.

(a) The director shall approve a permit application if the director determines that the applicant and the proposed BYOB establishment meet the requirements of this chapter.

(b) The director shall deny a permit application if the director determines that:

(1) The applicant is under the age of 21 years;

(2) The BYOB establishment as proposed would not comply with this chapter;

(3) Any owner or operator had a permit required by this chapter that was revoked within the preceding 12-month period; or

(4) The applicant had a TABC permit that was involuntarily cancelled or suspended within the preceding 12-month period.

(c) The director shall deny a permit application if the director determines that:

(1) The applicant provided incorrect or incomplete information on the application; or

(2) The owner or operator of the BYOB establishment has been convicted of one of the following criminal offenses:

a. Any offense involving fraud or misrepresentation;

b. Any offense involving bribery or perjury;

c. Any offense involving violence to any person except for conduct that is classified as no greater than a class C misdemeanor under the laws of Texas;

d. Any felony conviction for any violation of any state or federal laws regulating firearms;

e. Any violation of the Texas liquor laws;

f. Any offense involving prostitution or aiding, abetting, or promotion of prostitution; or

g. Any violation of the Texas Controlled Substances Act or other state or federal law regulating drugs that permits punishment of confinement for one year or more upon conviction for such violation.

The above listed offenses shall be grounds for denial, revocation, or refusal for renewal of BYOB establishment permits, as these authorized permits allow persons to engage in businesses and occupations in which there is a high degree of personal contact with and danger to the public and a serious need to protect the members of the public patronizing BYOB establishments from the type of criminal conduct represented by such offenses.

(d) The director shall give written notice of a denial of an application to the applicant.

(e) An applicant may appeal a denial of a permit application to the director in accordance with section 22-671.

Sec. 22-666. Permit not transferable.

A permit issued under this chapter is not transferable to another person. Any change in ownership of a BYOB establishment, including, but not limited to, the sale of the BYOB establishment or any ownership interest therein, shall require the purchaser or transferee to submit a permit application in accordance with section 22-663.

Sec. 22-667. Permit not a right.

A permit issued under this chapter is a grant of privilege and is not a property right.

Sec. 22-668. Permit expiration, renewal.

(a) A permit issued under this chapter expires one year after the date it is first issued.

(b) The owner shall file an application for permit renewal not sooner than the 90th day and not later than the 20th day before the permit expires. An application that is not filed within the described time period is a new application.

Sec. 22-669. Requirement to supplement information.

While a permit application is pending or a permit is in effect, an owner shall immediately supplement the information provided to the director in the permit application if the information is or becomes inaccurate, incomplete, or misleading.

Sec. 22-670. Permit revocation.

(a) The director shall revoke a permit issued under this chapter if the director determines that:

(1) The owner or operator of the BYOB establishment has been convicted of violating any of the provisions of this article on two or more occasions within the term of the permit or has been convicted of violating any provisions of this article within the 24-month period immediately preceding the date of application for a BYOB establishment permit;

(2) The BYOB establishment does not comply with any applicable provisions of this article;

(3) The owner does not qualify for a permit under this article as stated in section 22-665; or

(4) The permit was obtained or issued as a result of error.

(b) The director shall revoke a permit issued under this article if the director determines that the BYOB establishment violated section 22-684 of this article.

(c) Before revoking a permit, the director shall provide the owner with written notice in conformity with section 22-672 of the pending permit revocation. The written notice shall include:

(1) The reason the permit is subject to revocation;

(2) The date on which the permit is scheduled to be revoked; and

(3) A statement that the permit will be revoked on the scheduled date unless the owner files a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(d) A permit revocation becomes effective on expiration of the time period prescribed by the notice if the owner does not file a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(e) If the owner timely files a hearing request:

(1) The director shall comply with the appeal process set forth in section 22-671; and

(2) The revocation is stayed pending the outcome of the hearing.

(f) The director shall give written notice in conformity with section 22-672 to the owner of a decision to revoke the permit or a revocation that becomes effective under subsection (c).

(g) A BYOB establishment whose permit has been revoked pursuant to items (1) and (2) of subsection (a) and subsection (b) of section 22-670 of this Code shall be required to wait a period of one year from the date the revocation became final before becoming eligible to reapply for a BYOB permit.

Sec. 22-671. Appeal.

(a) *Request for appeal.* An applicant may appeal a denial of the application for or renewal of a permit or the revocation of a permit within 10 business days after the date listed on the written notice by submitting a written request for an appeal to the director. If the applicant does not request a hearing within ten business days, the denial is effective and final on the eleventh business day after the date of the director's notice of denial.

(b) *Conduct of hearing; rules and procedures.* An appeal hearing shall be conducted on a single weekday within 20 business days after the director receives a request for appeal and shall last no longer than eight hours. Further, an appeal hearing shall be informal and conducted under rules established by the director consistent with the informal nature of the proceedings; provided, however, the following rules shall apply to all appeal hearings conducted under this section:

(1) All parties shall have the right to representation by an attorney licensed to practice in Texas, though an attorney is not required;

(2) Each party may present witnesses in his own behalf;

(3) Each party shall have the right to cross-examine all witnesses; and

(4) The hearing officer shall consider only the evidence presented at the appeal hearing in rendering a final decision.

(c) *Authority of hearing officer.* The hearing officer may affirm or reverse a denial or revocation under this article. The hearing officer shall affirm a denial or revocation if he determines by a preponderance of the evidence that grounds exist for the denial or revocation, respectively. The decision of the hearing official is final.

(d) *Notice of decision.* The hearing official shall give written notice of the decision to the applicant and the reasons therefor. The notice shall be provided by certified mail, return receipt requested, as soon after the conclusion of the hearing as practicable, but not more than 30 business days thereafter.

Sec. 22-672. Notices.

(a) Any notice required or permitted to be given by the director or any other city office, division, department or other agency under this article to any applicant may be given either by electronic mail, or first-class United States mail, addressed to the most recent address as specified in the application for the permit most recently received by the director, or any notice of address change most recently received by the director.

(b) Any notice required or permitted to be given to the director by any person under this article shall not be deemed given until and unless it is received in the office of the director.

(c) It shall be the duty of each owner who is designated on the permit application and each operator to furnish notice to the director in writing of any change of mailing address.

Sec. 22-673. Permit posting and sign required.

(a) After a BYOB establishment complies with the provisions of this section, the director will provide to the BYOB establishment a permit which shall be displayed in such a manner that it is conspicuous to patrons of the BYOB establishment.

(b) Each entrance to a BYOB establishment shall be marked with a sign that:

(1) States "BYOB ESTABLISHMENT" in four inch or larger block letters; and

(2) Is legible and visible at all times from a distance of 25 feet.

(c) Any signage required by this section shall be in conformance with Uniform Development Code.

Sec. 22-674. Public place.

A BYOB establishment is a public place.

DIVISION 3. MINIMUM REQUIREMENTS FOR BYOB ESTABLISHMENTS

Sec. 22-675. Operator required on premises.

The owner shall ensure that the operator is continuously on the premises during the hours of operation. The owner may serve as the operator.

Sec. 22-676. Minimum age for admittance and employment.

(a) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 18 years on the premises.

(b) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 21 years to consume alcohol on the premises.

(c) The owner or operator of a BYOB establishment that the city determines to also be a sexually oriented business under this Code may not employ or allow persons under the age of 21 years at a BYOB establishment.

Sec. 22-677. Security plan implementation.

(a) A person may not operate a BYOB establishment without an approved security plan.

(b) The owner shall provide security for the BYOB establishment in accordance with the security plan.

Sec. 22-678. Minimum security requirements.

All BYOB establishments shall comply with the following minimum security requirements:

(1) Hand wand or walkthrough metal detectors shall be utilized on all persons entering the BYOB establishment;

(2) The exterior portion of the premises, including parking areas, shall be well lit during business hours;

(3) The BYOB establishment shall provide for at least one security officer per 100 patrons. Security officers must have at least a Level II commissioned security guard license; and

(4) If more than 51% of the patrons are consuming alcohol on the premises, a sign is required to be posted stating - NOTICE – NO HANDGUNS ON THIS PREMISE, INCLUDING A PERSON LICENSED UNDER SUBCHAPTER H, CH.411, GOVERNMENT CODE.

Sec. 22-679. Doors to remain unlocked.

During the hours of operation, a person may not lock or obstruct:

(1) An exterior entrance door that is designated or available for use by patrons; or

(2) An interior door that provides access to a portion of the premises that is designated or available for use by patrons.

Sec. 22-680. Trespass affidavit.

The owner of a BYOB establishment shall execute a trespass affidavit as promulgated by the police department in order to enforce all applicable trespass laws on the owner's behalf at such property. A true and correct copy of the trespass affidavit shall be posted at the BYOB establishment at all times in a conspicuous place accessible at all times to the public.

Sec. 22-681. Annual compliance inspection.

(a) Before a BYOB establishment has been permitted pursuant to section 22-665, the owner shall schedule an inspection with the police official to determine the establishment's compliance with the minimum requirements established in this article. Each owner shall pay a nonrefundable inspection fee stated for this provision in the City's Master Fee Schedule for the inspection services described in this section as provided in section 22-663(b). In consideration of such fee the applicant shall be entitled to the original inspection and one reinspection for deficiencies, if required. An additional fee is hereby imposed and shall be collected for the second and each subsequent reinspection required due to deficiencies as provided in the city fee schedule. The fee shall be paid to the department prior to the commencement of the inspection.

(b) During the inspection the police official shall identify any violations of section 22-678 and provide an action plan specifying the measures to be implemented at the property to bring it into compliance with section 22-678.

(c) The owner of the BYOB establishment must within 60 days after the inspection either cure the violations or demonstrate to the police official that the finding of non-compliance was incorrect. If, after the 60-day period has elapsed, the police official determines that the establishment has failed to cure the violation, the commercial establishment will be subject to a penalty as set forth in section 22-688.

Sec. 22-682. Consent to inspection.

(a) By accepting a permit under this chapter, the owner consents that the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel may enter the premises, during regular business hours and when scheduled in advance with the owner, to investigate or inspect the premises to determine compliance with this chapter.

(b) The owner, the operator, or an employee shall provide the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel with immediate access to all portions of the premises. If the BYOB establishment is occupied, the police official must present credentials to the owner or other person having charge or control of the commercial establishment and request entry.

(c) If the owner or other person having charge or control of the BYOB establishment refuses the police official's request to enter the premises to inspect or perform the duties imposed by this article or to inspect or review records relating to compliance with this article, the police official shall have recourse to the remedies provided by law to secure entry.

Sec. 22-683. Parking area restrictions.

(a) The owner, the operator, or an employee may not allow persons to loiter in a parking area.

(b) The owner, the operator, or an employee may not allow persons to consume an alcoholic beverage in a parking area.

(c) The owner shall post signs in each parking area stating that the consumption of an alcoholic beverage is prohibited.

Sec. 22-684. Sale of alcoholic beverages prohibited.

A person may not sell an alcoholic beverage at a BYOB establishment.

Sec. 22-685. Consumption and purchase of alcohol by owner prohibited.

The owner, operator, employee, or agent of a BYOB establishment may not:

(1) Consume an alcoholic beverage while on duty;

(2) Purchase or otherwise acquire an alcoholic beverage for a patron; or

(3) Give an alcoholic beverage to a patron.

Sec. 22-686. Hours of operation.

(a) The owner, operator, employee, or agent of a BYOB establishment may not allow persons to bring alcoholic beverages onto the premises for possession and consumption between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday.

(b) A person may not consume an alcoholic beverage on the premises of a BYOB establishment between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday.

Sec. 22-687. Compliance with other laws.

The owner, an operator, an agent, or an employee of a BYOB establishment shall comply with all applicable local and state laws relating to the operation of the BYOB establishment. The application and issuance of a BYOB permit does not exempt the owner and operator from applying for and obtaining other permits required for the business.

Sec. 22-688. Violation.

(a) Any failure to comply with any applicable provision of this article shall be an offense punishable as provided in section 1-13. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

(b) The procedures set forth in this article are cumulative of all other remedies available to the city relating to the subject matter hereof. Specifically, the city attorney may institute any legal action to enforce this ordinance or enjoin or otherwise cause the abatement of any condition described in this article, as well as for the recovery of all expenses incurred in

connection therewith, including without limitation administrative and legal expenses, attorney's fees, and costs, and for civil penalties as provided by law.

SECTION 3: AMENDMENT TO MASTER FEE SCHEDULE: That Ordinance No. 2022-1673-A, is hereby amended by adding the following fees to the Master Fee Schedule:

$100.00:	BYOB Permit Fee
$466.00:	BYOB Inspection Fee
$350.00:	BYOB Reinspection Fee

SECTION 4: Should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof.

SECTION 5: In the event of a conflict between this ordinance and all other ordinances of the City of Irving, this ordinance shall control and supersede such other ordinances and the conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6: This meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place, and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

SECTION 7: This ordinance shall take effect December 5, 2023, and shall be published in accordance with the provisions of the Texas Local Government Code and the Brownsville City Charter.

INTRODUCED at a **PUBLIC HEARING** and **APPORVED** at the **FIRST READING** on November 14, 2023.

ADOPTED, APPOVED, and **ENACTED** at a **SECOND** and **FINAL READING** on December 5, 2023.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Helen Ramirez, City Manager
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-128**, authorizing the sale of certain real property, pursuant to Project Replace; authorizing signatories; and dealing with related matters. (Greater Brownsville Incentives Corporation (GBIC))

Summary:
Project Replace was approved by the GBIC board of Directors on September 21, 2023, finalizing the sale of Lot 8 at the North Brownsville Industrial Park. The project consists of the construction of a new Industrial Building for a manufacturing company. They plan to construct a 20,000 SF building, with an approximate initial investment of $1.5 Million and an estimated creation of 20 jobs.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval or resolution Number 2023-128.

Commission Pillar:
Economic Development

Attachments:
1. COB resolution NBIP lot 8

2. memo NBIP lot 8 resolution 2023.128 vF
3. Resolution No 128 Project Replace vF

Resolution 2023-128

- Authorizes the sale of lot 8 in the North Brownsville Industrial Park under Project Replace.
- Authorizes Signatories and dealing with related matters.
- Approved by the GBIC Board of Directors on September 21, 2023, under Resolution No. R-2023-09.



Questions?

To:	Mayor and City Commission
	Helen Ramirez, City Manager
From:	Bret Gardella, Executive Director and CEO
Through:	Eleazar Rodriguez, Director of Industrial Park Development
Date:	November, 8, 2023
Agenda #:	Consideration and **ACTION** to adopt **Resolution Number 2023-128** authorizing the Greater Brownsville Incentives Corporation (GBIC) to sell Lot 8 of the North Brownsville Industrial Park. (GBIC/City Manager's Office)

Summary:
Project Replace was approved by the GBIC board of Directors on September 21, 2023, finalizing the sale of Lot 8 at the North Brownsville Industrial Park. The project consists of the construction of a new Industrial Building for a manufacturing company. They plan to construct a 20,000 SF building, with an approximate initial investment of $1.5 Million and an estimated creation of 20 jobs.

Recommendation:
Staff recommends approval or resolution Number 2023-128.

Commission Pillar:
Economic Development

RESOLUTION NO. 2023-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY, PURSUANT TO PROJECT REPLACE; AUTHORIZING SIGNATORIES; AND DEALING WITH RELATED MATTERS.

WHEREAS, the Greater Brownsville Incentives Corporation (GBIC) Board finds that the sale of certain real property as described herein, in conjunction with certain Economic Development Incentives pursuant to "Project Replace," will directly promote economic development and growth within the City of Brownsville, Texas; and

WHEREAS, the GBIC finds that Texas Local Government Code Sec. 501.153 authorizes it to sell all or any part of a project to a user for the purchase price and on the terms the GBIC considers advisable; and

WHEREAS, the City Commission finds that the sale of the real property is advisable and to the benefit of the City of Brownsville;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

1) The City Commission of the City of Brownsville hereby approves and accepts the offer to purchase the real property known as Lot Eight (8), Block One (1), North Brownsville Industrial Park, City of Brownsville, Cameron County, Texas (the "Property").

2) Acknowledges that the GBIC Board of Directors finds that the sale of the Property is reasonably expected to benefit, directly or indirectly, the GBIC as required by Tex. Local Gov't Code Sec. 501.156.

3) The above recitals are hereby adopted verbatim as if recited herein.

4) The President or Secretary of the GBIC are authorized and directed, in accordance with the GBIC Bylaws, to execute the Commercial Contract and any and all transactional and closing documents which are necessary for and on behalf of the GBIC to carry out its duties and obligations for the closing of the sale of the Property.

PASSED AND APPROVED this 14th day of November, 2023.

_____
John Cowen Jr.
Mayor

ATTEST:

_____
Yolanda Galarza, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** to approve the amendments to the Brownsville Community Improvement Corporation (BCIC) Bylaws. (Brownsville Community Improvement Corporation)

Summary:
As part of the Brownsville Community Improvement Corporation (BCIC) Board of Director'songoing efforts to improve BCIC's governance practices, to update BCIC's Bylaws, to make the Bylaws more efficient and to prevent the premature, unnecessary loss of talented, productive board members, the BCIC Board of Directors adopt the following changes to the Bylaws and has submitted the changes to the Brownsville City Commission for their approval, with the changes to be effective when approved by the City Commission.

Section 1.01 – Principal Office
Section 3.02 – Number, Tenure, and Qualification
Section 12.01 – Amendments to the Bylaws

Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
That the Brownsville City Commission approve the amendments to the BCIC Bylaws and be effective on the date approved by the City Commission.

Commission Pillar:
Governance Pillar

Attachments:
1. BCIC Memo Amended Bylaws 111423

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Cori Peña, President & CEO Brownsville Community Improvement Corporation
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** to approve the amendments of the Brownsville Community Improvement Corporation (BCIC) Bylaws.

Summary:
As part of the Brownsville Community Improvement Corporation (BCIC) Board of Director's ongoing efforts to improve BCIC's governance practices, to update BCIC's Bylaws, to make the Bylaws more efficient and to prevent the premature, unnecessary loss of talented, productive board members, the BCIC Board of Directors adopt the following changes to the Bylaws and has submitted the changes to the Brownsville City Commission for their approval, with the changes to be effective when approved by the City Commission.

Section 1.01 – Principal Office
Section 3.02 – Number, Tenure, and Qualification
Section 12.01 – Amendments to the Bylaws

Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023.

Recommendation:
That the Brownsville City Commission approve the amendments to the BCIC Bylaws effective on the date approved by the City Commission.

Attachments:

1. Section 1.01, 3.02, and 12.01 Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023 (clean).
2. Section 1.01, 3.02, and 12.01 Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023 (marked).
3. Current Brownsville Community Improvement Corporation Bylaws.

Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023

1. Section 1.01:

I.

OFFICES

Principal Office

1.01 The principal office of the Corporation shall be located at 1304 E. Adams St, located in Brownsville, Cameron County, Texas (the "City") or at such other place within the City as the Board may designate from time to time.

2. Section 3.02:

Number, Tenure, And Qualifications

3.02 (a) *Number of Directors.* The number of directors shall be seven (7), as established by law.

(b) *Qualification of Directors.* A director must be a resident of the City. No more than 1 of the seven directors may also be elected City officials. No City employee shall serve as a director.

(c) *Tenure.* Each director shall hold office for a term of two (2) years and thereafter only until the director's successor shall have been duly appointed and qualified.

(d) *Commencement of Term; Staggered Terms.* The term of all directors of the Corporation shall commence on January 1 of the first year of appointment, and end on December 31 of the last year of the appointment, regardless of the date of appointment to qualification for, or assumption of the said office. The terms of directors are staggered, with approximately half of the directors' terms beginning on January 1 in even-numbered years and half of the directors' terms beginning on January 1 in odd-numbered years.

(e) *Reappointment of Current Director to Additional Terms.* A director may serve no more than four (4) terms of two (2) years. For purposes of determining the number of terms served by a director, with respect to any director appointed to fill a vacancy pursuant to Section 3.08 below, the unexpired term of the director's predecessor in office counts as the director's first two year term so long as there is at least one (1) year

remaining in the term at the time of the director's appointment to the vacancy and does not count as a term for purposes of this provision if the director is appointed to the vacancy during the final year of the term.

(f) *Removal by City Commission.* Any director may be removed by the City Commission at will.

3. Section 12.01:

XII.

AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a super-majority (five directors) of the Board present at any regular meeting or at any special meeting, if at least ten (10) days advance written notice is given by written notice to the Board, which may be by e-mail, of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting. However, these Bylaws and any changes therein are subject to the approval of the Brownsville City Commission.

Amendments to BCIC Bylaws Adopted by BCIC Board November 2, 2023

1. Section 1.01:

I.

OFFICES

Principal Office

1.01 The principal office of the Corporation shall be located at ~~500 E. Saint Charles St,~~1304 E. Adams St, located in Brownsville, Cameron County, Texas (the "City") or at such other place within the City as the Board may designate from time to time.
~~located in Brownsville, Cameron County, Texas 78520.~~

2. Section 3.02:

Number, Tenure, And Qualifications

3.02 (a) *Number of Directors.* The number of directors shall be seven (7), as established by law.

(b) *Qualification of Directors.* A director must be a resident of the City ~~of Brownsville, Cameron County, Texas (the "City").~~. No more than 1 of the seven directors may also be elected ~~city~~City officials. No ~~city~~City employee shall serve as a director.

(c) *Tenure.* Each director shall hold office for a term of two (2) years and thereafter only until ~~his or her~~the director's successor shall have been duly appointed and qualified. ~~However, the initial Board appointed by the Brownsville City Commission shall hold office as follows: three (3) directors will serve for a one (1) year term only and be subject to reappointment of a two (2) year term by the Brownsville City Commission; four (4) directors will serve for a two (2) year term and be subject to reappointment~~

(d) *Commencement of* ~~a two (2) year term by the Brownsville City Commission. Upon the completion of the forgoing terms of the initial Board, the vacancy in such offices shall be filled and any successor shall serve for a term of two (2) years, subject to the provision that no director shall serve more than two (2) terms of two (2) years under any circumstances~~*Term; Staggered Terms*. The term of all directors of the Corporation shall commence on January 1 of the first year of appointment, and end on December 31 of the last year of the appointment, regardless of the date of appointment to qualification for, or

assumption of the said office. The terms of directors are staggered, with approximately half of the directors' terms beginning on January 1 in even-numbered years and half of the directors' terms beginning on January 1 in odd-numbered years.

(e) *Reappointment of Current Director to Additional Terms.* A director may serve no more than four (4) terms of two (2) years. For purposes of determining the number of terms served by a director, with respect to any director appointed to fill a vacancy pursuant to Section 3.08 below, the unexpired term of the director's predecessor in office counts as the director's first two year term so long as there is at least one (1) year remaining in the term at the time of the director's appointment to the vacancy and does not count as a term for purposes of this provision if the director is appointed to the vacancy during the final year of the term.

(f) *Removal by City Commission.* Any director may be removed by the City Commission at will.

3. Section 12.01:

XII.

AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a super-majority (five directors) of the Board present at any regular meeting or at any special meeting, if at least ten (10) days advance written notice is given by written notice to the Board, which may be by e-mail, of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting. However, these Bylaws and any changes therein are subject to the approval of the Brownsville City Commission.

BYLAWS OF THE
BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION
A NONPROFIT CORPORATION

I.

OFFICES

Principal Office

1.01 The principal office of the Corporation shall be located at 500 E. Saint Charles St, located in Brownsville, Cameron County, Texas 78520.

Registered Office and Registered Agent

1.02 The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Law. The registered office may be, but not need be, identical with the principle office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors (the "*Board*"). No solicitations or communications shall be addressed to the Board of this Corporation individually, but instead, all such solicitations or communications shall be addressed to the Board and shall be forwarded to the Corporation in a manner and to that address that the Board may select after the adoption of these Bylaws, as a matter of policy.

II.

MEMBERS

Classes of Members

2.01 The Corporation shall not have members as such term is used in the Texas Nonprofit Corporation Law. As the Corporation has no members, it shall have no classes of members. The Corporation shall have no stockholders, in that this is a non-stock Corporation.

III.

BOARD OF DIRECTORS

General Powers

3.01 The property and affairs of the Corporation shall be managed by its Board subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws.

Number, Tenure, And Qualifications

3.02 The number of directors shall be seven (7), as established by law. A director must be a resident of the City of Brownsville, Cameron County, Texas (the "*City*"). No more than 1 of the seven directors may also be elected city officials. No city employee shall serve as a director. Each director shall hold office for a term of two (2) years and thereafter only until his or her successor shall have been duly appointed and qualified. However, the initial Board appointed by the Brownsville City Commission shall hold office as follows: three (3) directors will serve for a one (1) year term only and be subject to reappointment of a two (2) year term by the Brownsville City Commission; four (4) directors will serve for a two (2) year term and be subject to reappointment of a two (2) year term by the Brownsville City Commission. Upon the completion of the forgoing terms of the initial Board, the vacancy in such offices shall be filled and any successor shall serve for a term of two (2) years, subject to the provision that no director shall serve more than two (2) terms of two (2) years under any circumstances. The term of all directors of the Corporation shall commence on January 1 of the first year of appointment, and end on December 31 of the last year of the appointment, regardless of the date of appointment to qualification for, or assumption of the said office. Any director may be removed by the City Commission at will.

Regular Meetings

3.03 A regular monthly meeting of the Board shall be conducted with out any other notice than this Bylaw and any other requirements set forth herein, provided that an agenda of the meeting shall be posted in accordance with the requirements of the Texas Open Meetings Act, codified as Chapter 551 of the Texas Government Code. To this extent, the Board shall conduct such regular meetings as needed, in Brownsville, Cameron County, Texas, 78520. Items may be placed on the agenda by any director of the Board.

Special Meetings

3.04 Special meetings of the Board may be called by or at the request of the Chair of the Board, by any two directors of the Board, by the Mayor of the City, or by a majority of the Commission. The person or persons authorized to call special meetings of the Board shall establish the place for conducting any such special meeting of the Board (as called by them). All meetings shall be conducted within the City limits of Brownsville. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to

the purpose of the Corporation may be considered and acted upon consistent with applicable law.

Notice

3.05 Notice of any meeting of the Board shall be given by posting an agenda for that purpose at the Brownsville City Hall in accordance with the said Texas Open Meetings Act and by providing a written copy of the same to each director, as well as providing a written copy of said agenda to any party designated by resolution of the Board to receive same. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, with postage thereon prepaid. Any director may give notice of any meeting and the attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Furthermore, all meetings of the Board are to be conducted (including notice of the same) in accordance with the Texas Open Meetings Act, codified as Chapter 551 of the Texas Government Code.

Quorum

3.06 A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Board are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

Corporate Acts

3.07 The act of four (4) affirmative votes of the Board present at a meeting at which a quorum is present shall constitute the act of the Board, unless the act of a greater number is otherwise required by law or by these Bylaws.

Vacancies

3.08 Any vacancy occurring in the Board shall be filled by the Brownsville City Commission, in accordance with the Development Corporation Act. Directors appointed to fill a vacancy will serve only for the unexpired term of his or her predecessor in office. Failure to attend three consecutive meetings not excused by the Chair of the Board, shall constitute a vacancy in his or her office; failure to maintain the qualifications of a director set forth in the Articles of Incorporation of this Corporation shall also constitute a vacancy in the office of director.

Committees of the Board

3.09 The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority, as approved by resolution of the Board. It is provided, however, that only the Board may exercise all final, official actions of the Corporation. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, if applicable.

Compensation

3.10 Directors as such shall not receive any stated salaries for their services, but by action of the Board, the reasonable expenses incurred by the directors in the performance of their duties, if any, may be allowed at any regular or special meeting of the Board, if funds for the same are available.

IV.

OFFICERS

Selection

4.01 The officers of the Corporation shall be a Chair, one Vice-Chair, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with the provisions of these Bylaws. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Election And Term Of Office

4.02 The officers of the Corporation shall be appointed every year by the Board (after the appointment of the Board by the Brownsville City Commission). If the appointment of officers shall not occur at such meeting, such appointment shall occur as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for a term of one (1) year, subject to reappointment, and thereafter only until his or her successor shall have been duly appointed and qualified.

Removal

4.03 Any officer appointed by the Board may be removed by the Board whenever, in the Board's sole judgment, the best interests of the Corporation would be served

thereby, but any such removal shall be without prejudice to the contract rights, if any, of the officer to be removed. Nevertheless, absent a contract to the contrary, such officer may be removed at the will of or for cause by the Board. All officers shall be subject to removal from office at any time by a vote of a super-majority (five directors) of the Board or by a vote of a majority of the City Commission.

Vacancies

4.04 A vacancy in any office of the Corporation existing because of the death, resignation, disqualification, or otherwise of such officer, may be filled by a vote of the majority of the directors for the unexpired portion of the officer's term.

Chair

4.05 The Chair shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the Board. He or she may sign with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Corporation. In general, he or she shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board from time to time.

Vice-Chair

4.06 In the absence of the Chair or in the event of his or her inability or refusal to act, the Vice-Chair (or in the event there are more than one Vice-Chair, the Vice-Chair in order of their appointment) shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. Any Vice-Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or the Board.

Secretary

4.07 The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; file all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; keep a register of the mailing address of each director which shall be furnished to the Secretary by each director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

Treasurer

4.08 If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine, the cost of same to be reimbursed by the Corporation. He or she, as treasurer, shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned to him or her by the Chair or by the Board.

Assistant Secretaries and Assistant Treasurers

4.09 If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine, the cost of same to be reimbursed by the Corporation. The Assistant Secretaries and the Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chair or the Board.

V.

EXECUTIVE DIRECTOR

5.01 The Board may employ an Executive Director of the Corporation to provide administrative support services for the Corporation, and perform such other duties for the Corporation as prescribed by the Board and Commission. The Executive Director shall act prudently and in compliance with all applicable statutes. The Executive Director may be removed by the Board whenever, in the Board's sole judgment, the best interests of the Corporation would be served thereby, but any such removal shall be without prejudice to the contract rights, if any, of the Executive Director. Nevertheless, the Executive Director may be removed at the will of or for cause by the Board at any time by a vote of the Board. The Executive Director shall not be a member of the Board and is not an officer of the Corporation.

VI.

CONTRACTS AND FUNDS

Contracts

6.01 The Board may authorize any officer or agent of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or to execute and deliver an instrument in the name of and on behalf of the Corporation.

Checks and Drafts

6.02 All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Assistant Treasurer and one director of the Board.

Annual Corporate Budget

6.03 At least 30 days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 6.06 of this article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Commission. The budget shall not be effective until the same has been approved by the Commission.

Books, Records, Audits

6.04 The Corporation shall keep and properly maintain in accordance with generally accepting accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. At the direction of the Commission, the books, records, accounts, and financial statements of the Corporation may be maintained and audited for the Corporation by the accountants, staff and personnel of the City.

Deposit and Investment of Corporation Funds

6.05 All proceeds from loans or from the issuance of bonds, notes or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance. Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in a manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with Commission approval, shall designate the accounts and depositories to be created and

designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the City Manager of the City, or the City Manager's designee.

Expenditure of Corporate Money

6.06 The sales and use taxes collected pursuant to Subchapter F of Chapter 505 of the Development Corporation Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by and Projects as defined the Act and payable to the Corporation or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

(a) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more Projects, as defined in the Act;

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget or in contracts.

Issuance of Obligations

6.07 No Obligations, including refunding Obligations shall be authorized or sold and delivered by the Corporation unless the Commission approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

Gifts

6.08 The Board may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

VII.

BOOKS AND RECORDS

7.01 The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board. All books and records of the Corporation may be inspected by any member of the Board or of the Brownsville City Commission or his or her agent or attorney for any proper

purpose at any reasonable time, or to any authorized individual, pursuant to the Texas Public Information Act, codified as Chapter 552 of the Texas Government Code, which applies to this Corporation.

VIII.

FISCAL MATTERS

8.01 The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September of each year. At the close of such fiscal year, the Board will have an audit performed by the City of Brownsville auditor, of the Corporation's financial affairs for the previous year.

IX.

WAVIER OF NOTICE

9.01 Whenever any notice is required to be given under the provisions of the Texas Nonprofit Corporation Law or under the provisions of the Articles Of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Nevertheless, the Corporation shall comply – at all time – with the said Texas Open Meetings Act.

X.

MISCELLANEOUS PROVISIONS

Approval or Advice and Consent of the City Commission

10.01 To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Commission, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by the City Commission.

Indemnification of Directors, Officers and Employees

10.02 As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Commission and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of

any actions or omissions that may arise out of the functions and activities of the Corporation.

Definitions

10.03 As used in these Bylaws, the following terms have the meaning specified below:

(a) "Act" means the Development Corporation Act.

(b) "Articles Of Incorporation" means the Articles of Incorporation of the Corporation, filed by the Texas Secretary of State on September 9, 2002, as amended by Articles of Amendment filed by the Texas Secretary of State on February 17, 2004 and by Articles of Amendment filed by the Texas Secretary of State on July 21, 2005, and as such Articles of Incorporation may be amended from time to time in accordance with the Texas Nonprofit Corporation Law.

(c) "Board" has the meaning given such term in Section 1.02 above.

(d) "City" has the meaning given such term in Section 3.02 above.

(e) "Commission" and "City Commission" mean the City Commission of the City of Brownsville.

(f) "Corporation" means the Brownsville Community Improvement Corporation, a Texas nonprofit corporation, which is a Type B corporation as such term is used in the Development Corporation Act.

(g) "Development Corporation Act" means Subtitle C1 of Title 12 of the Texas Local Government Code, as amended from time to time.

(h) "Obligations" has the meaning given such term in Section 6.05 above.

(i) "Project" means an authorized project for a Type B corporation pursuant to the Development Corporation Act.

(j) "Texas Nonprofit Corporation Law" has the meaning given such term in Section 1.008 of the Texas Business Organizations Code.

(k) "Texas Open Meetings Act" means the Chapter 551 of the Texas Government Code, as amended from time to time.

(l) "Texas Public Information Act" means the Chapter 552 of the Texas Government Code, as amended from time to time.

XI.

APPLICATION OF GOVERNING LAW

11.01 This Corporation has been established in accordance with the Development Corporation Act. To this extent, and in the event of a question of procedure or interpretation, an act of the Corporation or provision of these Bylaws is to be conducted or interpreted in accordance with said law, along with – generally – the laws of the State Of Texas, which shall supersede any conflicting act or rule.

11.02 In accordance with the said Act, the Corporation, acting by and through its Board, is independent of the City of Brownsville, and the State Of Texas, and as such, all debts of the Corporation are not debts of the State or the City. Thus, this Corporation shall be "constituted authority and an instrumentality" (as defined by law) but the same is not intended to be and shall not be a political subdivision or a political Corporation within the meaning of the laws of this State.

XII.

AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a super-majority (five directors) of the Board present at any regular meeting or at any special meeting, if at least ten (10) days advance written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting. However, these Bylaws and any changes therein are subject to the approval of the Brownsville City Commission.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** to approve Alliance Transportation Group Contract Extension for additional scope and services not to exceed $150,000. (Multimodal Transportation).

Summary:
The City of Brownsville and Alliance Transportation Group, LLC, previously known as Alliance Transportation Group Inc., initially agreed on professional planning services in December 2021. The City of Brownsville has now requested an extension of the contract and an increase in scope and fees to cover the capital recovery fee program development. The modifications to the agreement include extending the contract period until February 29, 2024, and amending the scope with a total cost not exceeding $150,000.

Project Scope and Analysis:
In an effort to effectively and efficiently present the Brownsville Roadway Capital Recovery Fee program to the public, a contract extension is recommended to allow Alliance Transportation Group to assist in the ongoing process up until February 2024. This will allow cooperation between city staff and ATG staff to conduct a series of public events leading up to the Brownsville Capital Recovery Fee public hearing end date. The scope and services include workshop events, Q&A sessions, and the production of documents to help with public questions.

Funding:

Source: FY2024 Mid-year budget amendment

Amount: $150,000.00

Local Contribution if Applicable:

Recommendation:
Multimodal Transportation staff recommends approving contract extension to allow ATG Alliance to assist with the Capital Recovery Fee program.

Commission Pillar:
Economic development, Infrastructure, Government

Attachments:
1. Mobility Plan Agreement BPM-42-0521
2. 20231030_SA1_ATGFNI

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR MOBILITY PLAN FOR THE CITY OF BROWNSVILLE

BPM-42-0521

This Agreement is entered into as of Tuesday, December 14, 2021, between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and Alliance Transportation Group, INC hereinafter referred to as ("CONTRACTOR").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort

upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good,

valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Alliance Transportation Group 11701 Stonehollow Drive, Suite 100 Austin Tx. 78758
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: MAyor

Date: 12/15/2021

CONTRACTOR

Signature: _____

Print Name: J.D. Allen

Title: Executive Vice President

Date: 12/10/2021

"Approved as to Form and Legality
This 10th day of December, 2021
Title City Attorney
Office of the Brownsville City Attorney"

SCOPE OF SERVICE

Consultant shall carry out the following scope of services to produce a City of Brownsville Mobility Plan. The Plan will be designed to guide the development and management of a state of the practice multimodal transportation system that provides for the safe and efficient movement of people and goods to their intended destination using the mode most appropriate to their travel needs while supporting economic vitality and quality of life.

TASK 0. PROJECT MANAGEMENT AND COMMUNICATIONS

The objective of this task is to provide a fast project start, robust project execution, and delivery of quality products that meet City of Brownsville objectives and expectations. Particular attention is given to transparent communication and City access to information to ensure that the project is City directed.

Project Management Plan - Upon project initiation, the Consultant Project Manager shall prepare, for City of Brownsville approval, a Project Management Plan (PMP) that explicitly defines project team organization, roles and responsibilities; project schedule; coordination and communication procedures; document and graphics formatting protocols; Quality Assurance/Quality Control (QA/QC) plan; filing protocols; a catalogue of major deliverables, contract close-out procedures; and other important operational information. The PMP shall focus on the timely execution of critical path elements of the scope and provide ongoing measures of project performance.

Schedule - Upon execution of the contract, the Consultant Project Manager shall develop and review with the City Project Manager, a schedule reflecting task timelines, critical path milestones, target delivery dates for major deliverables and make refinements as appropriate. The Consultant Deputy Project Manager shall monitor the schedule throughout the contract and take steps necessary to keep the project on schedule.

The Consultant shall review the project schedule and prepare monthly progress reports for review by the City Project Manager. Invoices for all work completed during the period shall be submitted monthly (with a progress report) for work performed. Monthly progress reports shall include a summary of:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy same
- Status, including a tabulation of percent complete by task

Routine project communication shall be conducted by email. Phone conversations shall be documented with an email to confirm any action items or major decisions.

Kickoff Meeting – Within two weeks of contract execution, unless a later time is proposed by the City, Consultant shall schedule, prepare for, and conduct a project kickoff meeting to present the PMP, validate the project scope, and coordinate with the City project team on project objectives, schedule, and critical project milestones.

Project Status Meetings – The Consultant Project Manager shall meet with the City Project Manager by phone/virtual meeting, monthly to review progress and schedule adherence. Consultant shall prepare summary notes from each of the project status meetings.

Steering Committee Meetings – Consultant shall coordinate with the City Project Team to plan, schedule, and conduct steering committee meetings every two months with internal and external stakeholders identified and recruited by the City. The Consultant shall develop content for

recruitment emails. Consultant shall send invitations for the meetings and develop an agenda and content for each meeting. Consultant shall conduct the meetings virtually.

Briefings with Boards and Commissions – Consultant shall prepare for and participate in one (1) Planning and Zoning Commission Meeting, one (1) Reinvestment Zone Meeting, and one (1) City Council Meeting at strategic points in the BTX Mobility Plan development process, as mutually determined by the City and Consultant, to present project work-in-progress, findings, and recommendations.

Quality Assurance/Quality Control - Consultant shall provide continuous quality assurance and quality control throughout the life of the study following procedures defined in the Project Management Plan. A Consultant Quality Manager shall be assigned to the project. The Project Director, in collaboration with the Quality Manager, shall conduct regular project quality reviews beginning at project initiation and continuing throughout the project at 30%, 60%, and 90% completion to ensure that the QA/QC plan is executed successfully, and that the planned and actual progress of the project are aligned in terms of schedule, budget, and delivery of quality products. Summarized results of these reviews will be provided to the City of Brownsville Project Manager, along with any corrective action required to address deficiencies. Consultant shall also provide the City staff periodic opportunities to perform their contract monitoring duties and QA/QC checks.

TASK 0. Deliverables

- Project Management Plan
- Monthly progress report that delineates activities performed
- Monthly project status/coordination meetings
- Steering Committee meetings
- Monthly billing invoices and supporting documentation
- Schedule for project completion and review (all tasks)
- Periodic briefings (1 each for a total of 3) to Planning and Zoning Commission; Reinvestment Zone Board and City Council

TASK 1. EXISTING CONDITIONS INVENTORY AND GAP ANALYSIS

During the kick-off meeting, the Consultant will prepare an initial data request list for the City. This data will be used to conduct the existing conditions inventory and gap analysis

Consultant shall conduct a comprehensive transportation system assessment to identify and report existing multimodal transportation system conditions, travel patterns, needs and deficiencies. To accomplish this assessment, Consultant shall complete the following activities:

Consultant shall meet with key City team members to review existing land uses; current and projected populations; annexation plans and annexation areas of interest; and key economic development metrics. The Consultant will evaluate transportation planning areas and will delineate all jurisdictional boundaries.

Consultant shall meet with key stakeholders (e.g., Cameron County, Cameron County Regional Mobility Authority, Rio Grande Valley Metropolitan Planning Organizations, and Bike and Ped Advisory Subcommittee, Brownsville/SPI Airport, etc.) regarding current transportation and multimodal needs.

Consultant shall thoroughly review and evaluate the City's adopted annexation plans, Comprehensive Plan, master plans, impact fee studies, GIS data, land use data, development patterns, and other available resources to determine populationprojections and to distribute the future population by transportation planning area. Consultant shall also use GIS data and available transportation plans to identify datagaps.

Consultant shall thoroughly review and evaluate the City's adopted transportation-related code and ordinances; design and construction standards; and operation andmaintenance policies, and provide specific recommendations to amend these criteria to achieve desired transportation planning goals.

Consultant shall fully analyze existing regional transportation plans (e.g., Cameron County; RGVMPO; CCRMA, Texas-Mexico Border Transportation Master Plan) and provide recommendations for enhancement of such plans to meet the ultimate build-out needs of the City and the surrounding region.

Consultant shall review transportation demand data (e.g., traffic counts; traffic impact studies; regional traffic models) to evaluate traffic patterns and peak rates. Consultant will use these data and other factors from any pertinent local, area, or regional transportation studies for projecting traffic demands.

Consultant shall compile crash data for the City and evaluate by mode including vehicle, bike, and pedestrian. Data sources shall include CRIS data.

Consultant shall identify conflict locations within the transportation network and develop proposed solutions to enhance driver, bicyclist, and pedestrian safety.

Consultant shall review current road hierarchy and functional classifications for motorized and non-motorized systems.

Consultant shall identify gaps in data that may necessitate further detailed analysissuch as traffic counts; bicycle and pedestrian counts; and specific site evaluations.

Consultant shall develop existing and future (20-year) Level of Service (LOS) ratingsfor all arterial and collector streets, and intersections.

TASK 1. Deliverables

- Technical Memorandum (or Matrix) summarizing Existing Plans and Policies
- A statement of purpose, vision and set of preliminary goals for further development through consultation with stakeholders and the participating public
- Technical Memorandum describing the data, assumptions, methods, findings, and conclusions of the Existing Conditions Transportation Trends Analysis
- All GIS files and resources developed as a part of this task

TASK 2. PUBLIC PARTICIPATION PROGRAM DEVELOPMENT

To ensure the BTX Mobility Plan is community driven, as well as successfully articulates the Community Vision and goals for the multimodal transportation system, Consultant shall ensure a continuous public participation process is implemented using multiple communication methods to provide the greatest public outreach and participation possible within potential constraints.

Consultant shall develop an innovative and engaging public involvement program with the support of the City. Anticipated public outreach efforts include, but are not necessarily limited to, developing a project webpage and web content, engagement through social media, conducting online surveys, in-person open house sessions, workshops, and public meetings.

Consultant shall ensure continuous public participation is implemented using multiple communication methods to ensure the greatest public outreach and participation possible.

Consultant shall rely upon the City to provide logistical support in developing property owner notification databases, issuing public notices, and providing public meeting spaces.

Consultant shall seek to leverage the City's social media, website, online survey instruments that includes mapping capabilities and video media to communicate with the public in English and Spanish. It is envisioned that the Consultant shall guide the City's use of these communication methods and develop visual and narrative content but would not be responsible for maintaining a special website or social media accounts.

Public Outreach Plan – Consultant shall develop a public participation plan that aligns with adopted strategies and methods used by the City Marketing and Communications Departments. The Public Participation Plan shall define how the Consultant shall carry out a transparent and effective stakeholder engagement and public participation process that provides formal and organized involvement of stakeholders and the public in BTX Mobility Plan development. The public participation plan will describe how the public will be given access to information about the study and the decision-making process as well as how feedback received from the public will be obtained and documented to inform that decision making process. The public participation plan shall also include a description of:

- The situation assessment process to identify stakeholders and gather input on public outreach and communications opportunities and constraints.
- The stakeholder engagement and public participation activities to be carried out.
- The steps to be taken in preparing for and conducting those activities.
- The outreach materials to be developed and distributed in support of those activities; and
- The timeline, milestones, and scheduled date for each activity.

Public Participation Process Briefings - Consultant will develop briefing points describing the public participation process, activities to date and a summary of feedback from participants for inclusion in the presentations to various boards, commissions and the City Council being carried out under Task 1.5

Stakeholder Engagement - Consultant shall develop and implement a process to provide the formal and organized involvement of key stakeholders and stakeholder groups identified by the City in the BTX Mobility Plan development process. The Consultant shall work with the City project team, City neighborhood planning team, steering committee, and other stakeholders to clearly define and expand the groups of stakeholders that are critical to the process. Stakeholder groups shall include but not be limited to the development sector, freight and manufacturing, aviation/airport users, school districts, neighborhood associations, active transportation users, ADA facility users, public transportation users, parks and recreation users, public safety, EMS, resource agencies, regulatory agencies and other City planning partners. Consultant shall work with the City to inform and receive feedback from stakeholder groups developed in conjunction with the City to:

- Articulate the community vision statement for the BTX Mobility Plan using plain language that reflects the voice of the community
- Review the goals matrix derived from the array of existing plans, policy initiatives and programs developed in Task 1 and (with input from participating stakeholders and members of the public) define a set of goals and objectives for the plan; and
- Obtain local insight on transportation related issues and draft recommendations.

Stakeholder Workshops/Interviews – In consultation with the City project team and neighborhood planning team, Consultant shall plan, prepare for, and lead up to three (3) workshops, open house sessions, or one-on-one interviews, in different neighborhoods or districts throughout the City (or conducted virtually with a focus on different neighborhoods and districts) to encourage participation and maximize input from various stakeholder groups. These sessions will be held, as mutually determined by the City and Consultant, at strategic points in the BTX Mobility Plan development process. The City shall provide logistical support in developing property owner notification databases, email notification lists, organization contact lists and other resources for use in community outreach, issuing public notices, and providing public meeting spaces.

Public Meetings - Consultant shall plan, schedule, and provide personnel, documents, and visual aids for up to two (2) virtual or physical public meetings/open house events (one during BTX Mobility Plan development, and one to present the draft plan) to engage the public and key stakeholders in a directed community dialogue on the BTX Mobility Plan goals and objectives; the results of the existing and future conditions analysis; and feedback on potential solutions. The second meeting shall be a presentation of the plan to the Brownsville City Council for adoption. Because of potential community health challenges, people may be reluctant to participate in physical meetings. Therefore, Consultant shall be prepared to deliver the Public Meetings and Stakeholder Engagement as either physical or virtual meetings customized to the needs and preferences of the City of Brownsville.

The City shall provide the schedule, location, and times for these meetings, with particular attention to determining the broadest possible outreach and focused on the question 'who else needs to know'. The City shall provide logistical support in developing property owner notification databases, email notification lists, organization contact lists and other resources for use in community outreach, issuing public notices, and providing public meeting spaces.

Online Meetings and Workshops – To best meet the needs of the study for comprehensive and continuous communication, some meetings and workshops may be carried out as online virtual events. In coordination with the City GIS Department, Consultant shall design and conduct virtual meetings and workshops to achieve the same objectives as in-person meetings, and shall provide the same content, access to information and opportunity for feedback available to participants as in physical, in-person meetings. If feasible (and acceptable to participants), online meetings shall be recorded and used to set up an interactive community forum in a self-guided structure that allows stakeholders and members of the public who could not attend a scheduled meeting to participate at their own time and pace to gain information and provide feedback throughout the course of the study.

Online Interactive Mapping – As a part of the stakeholder consultation process, Consultant shall develop and deploy an online interactive mapping tool to solicit stakeholder input; to capture insights and feedback; and to enhance public participation.

Online Surveys or Polls – Consultant shall design and conduct an online survey or poll to receive input from the public on issues or locations that affect passenger and freight mobility, access, safety, and other transportation related concerns that should be considered in the BTX Mobility Plan development process. Consultant shall tabulate and summarize the results of the survey along with other feedback from the public participation process for use in the decision-making process.

Online Project Dashboard – Under the direction of the City project team, Consultant shall develop and deploy, through the City website, an online, public facing project dashboard that provides information on project status, timeline, calendar of events, key findings, and recommendations.

TASK 2. Deliverables

- Public Outreach Plan: Including schedule, milestones, and evaluation process
- Public Outreach Materials for kick-off press conference, webpage, media packets, public service announcements and advertisements, social media activities, e-mail blasts, newsletter inserts, and other materials and activities identified in the Public Outreach Plan
- Up to three (3) (virtual or physical) Stakeholder Workshops

- Up to three (3) (virtual or physical) Public Meetings / Open House events: one during goals formation, one during BTX Mobility Plan development, and one to present the draft plan
- Online engagement tool and content: including, but not limited to, interactive maps, graphic exhibits, surveys, and regular updates
- A clear and concise community vision statement in plain language that reflects the voice of the community
- Up to nine (9) presentations to the City project team and steering committee on progress during the project
- Content for the City to incorporate into its social media presence
- Public participation evaluation materials and results
- All GIS files and resources developed as a part of this task
- Technical Memorandum outlining key stages/input points in the process and methods used to involve the community and stakeholders, as well as summary of participant feedback and descriptions of how the input will be used to inform decision making

TASK 3. FUTURE TRANSPORTATION TRENDS ANALYSIS

Consultant shall conduct a comprehensive transportation system assessment to identify and report future multimodal transportation system conditions, travel patterns, needs and deficiencies. To accomplish this assessment, Consultant shall complete the following activities:

Consultant shall provide a summary of future trends with analysis specific to the City regarding opportunities for potential integration within the proposed multimodal transportation network, including but not limited to point to point travel, connected vehicles, autonomous vehicles and autonomous vehicle lanes, ridesharing, intelligent transportation systems, dynamic messaging, tunnel/people mover transportation systems, etc.

Consultant shall provide a summary of the Commercial Space Industry and the Brownsville/SPI Airport & future Spaceport opportunities for connectivity within the City's multimodal transportation network and how the City will be able to implement solutions to address ridership demands.

Consultant shall develop an integration plan on any potential innovative transportation companies like SpaceX, Paragon VTOL, and others, for integration into our multimodal transportation network system. This will include working with the city and "new innovation companies" to identify corridors that need improvements to enable further development of those industries.

Consultant shall provide a summary on potential air rights and/or navigable airspace and how to develop a potential "air/space highway".

Consultant shall provide recommendations for Vertiport locations within the City of Brownsville.

TASK 3. Deliverables

- Technical Memorandum describing the data, assumptions, methods, findings, and conclusions of the Future Transportation Trends Analysis
- Technical Memorandum describing the Commercial Space Industry and the Brownsville/SPI Airport & future Spaceport opportunities
- Integration Plan for potential alternative transportation mode companies (i.e., SpaceX, Paragon VTOL)
- Summary Memorandum of air rights and/or navigable airspace and how to develop a potential "air/space highway"
- Map and summary of locations for recommended Vertiport locations within the City of Brownsville
- All GIS files and resources developed as a part of this task

TASK 4. THOROUGHFARE PLAN

Consultant shall identify proposed routes, categorize the street context (e.g., urban, rural, etc.), and classify the facility type (e.g., arterial, collector, etc.) based on the data assessment, public and stakeholder input, and technical analysis. Consultant shall also identify key intersections where additional right-of-way may be needed for future improvements. The recommendations will include a list of design exceptions or discrepancies from recommended best practices along with corrective action; context sensitive design elements to support transit access and operations; and design elements that support the regional trails/greenbelt connectivity plan.

Consultant shall review and update a classification system for all transportation modes and facility types

Consultants shall propose cross sections for the developed classification system.

Consultant shall include minimum to preferred design scenarios and mode information for cross sections and classifications.

Consultant shall identify, propose, and map locations for possible new street connections as well as pedestrian and bicycle connections.

Consultant shall identify regional connections and corridors through review of and coordination with the local MPO, CCRMA, and TxDOT plans and the Texas-Border Transportation Master Plan.

TASK 4. Deliverables

- Thoroughfare Analysis and Alignment Recommendations
- Technical Memorandum describing the assumptions, data, methods, findings, and conclusions in the development of the recommendations.
- Updated MTP Map
- All GIS files and resources developed as a part of this task

TASK 5. SMART CITY PROGRAM DEVELOPMENT

Consultant will propose a development plan for the implementation of the Smart City initiative on theCity's transportation network that includes:

- a cost benefit analysis and estimated cost report for the Smart Mobilityprojects
- a cost benefits analysis and estimated cost report for the ITS Improvementprojects
- a cost benefits analysis and estimated cost report for the Traffic Management Improvements projects
- a cost benefits analysis and estimated cost report for the Smart Street Lightsprojects

TASK 5. Deliverables

- Cost Benefit Analysis and Estimated Cost Report for Smart Mobility projects.
- Cost Benefit Analysis and Estimated Cost Report for ITS Improvement projects.
- Cost Benefit Analysis and Estimated Cost Report for Traffic Management Improvement projects.
- All GIS files and resources developed as a part of this task

TASK 6. TRANSPORTATION AND MOBILITY MASTER PLAN REPORT PREPERATION

Consultant shall develop an aesthetically pleasing, accessible Mobility Plan document that communicates (using plain, easily understood language that reflects the voice of the community) the development and conclusions of the plan. The Plan will be conveyed in terms that allows the community to visualize the transportation system proposed in the BTX Mobility Plan as a unifying force tying together the disparate parts of the community vision.

A final written report including the following major sections:

- *Introduction and Statement of Purpose* with a Project definition, a vision statement, and a list of goals and objectives
- *Overview of the Public Involvement Process*, including but not necessarily limited to, a discussion of findings from public outreach, engagement, meetings, and workshops
- *Summary of Existing Conditions*, including but not necessarily limited to, demographics, land use, zoning, roadway network, transportation system performance statistics, and other pertinent factors
- *Evaluation of Future Conditions*, including but not necessarily limited to, growth patterns and traffic demands
- *Scenario Analysis*, including but not necessarily limited to, identification of system deficiencies, qualitative performance measures, and build-out conditions
- *Thoroughfare Plan*, including but not necessarily limited to, a multimodal network map(s) by functional classifications, typical street cross sections based upon context sensitive design standards, a bicycle element, a transit vision element, and regional trails connectivity element
- *Mobility Recommendations*, including but not necessarily limited to, an enhanced collector network, intersection improvements, multi-modal facilities, Transportation Demand Management strategies, and refined programs and policies
- *Capital Improvements Plan*, including but not necessarily limited to, a prioritized list of short, intermediate, and long-term transportation projects with conceptual project cost estimates.
- *Conclusion and Statement of Recommendations* (i.e., success strategies)

Transportation improvement costs shall be presented in current fiscal year dollars and include contingencies. Consultant shall develop a schedule of projects based upon the Project determined transportation system requirements and maps showing project locations, as well as GIS digital shapefiles.

Consultant shall only conduct that level of transportation system modeling commensurate with the need to adequately defend traffic projections.

Consultant shall develop each report subsection as a separate technical memorandum, the combination of which will be aggregated as the final report. This shall include all necessary meetings (remote or onsite) to resolve all City comments on the technical memoranda and the draft final report.

Consultant will deliver a final comprehensive BTX Mobility Master Plan Report (in bound and electronic copy) with all digital files.

TASK 6. Deliverables

- Draft BTX Mobility Plan for City, steering committee and public review and feedback
- 20 bound hard copies of the Final Comprehensive BTX Mobility Plan Report
- One Electronic, camera ready, copy of the report with maps and graphics in PDF format
- GIS data in a geodatabase compatible with city schema
- A stand-alone map and exhibit book for large scale exhibits that require a larger format
- PDF copies of all system map(s) in the report sized to their original aspect ratio
- Presentation for use in communicating the plan to the community and build support as the plan is implemented.
- All project related information, electronic files, and data including all GIS files and resources developed as a part of this task

TASK 7. ROADWAY IMPACT FEE ANALYSIS

Consultant will prepare this program concurrently with other planning elements aligned with the preparation of the Mobility plan. Further, the team will collaborate and utilize data prepared as part of another city initiative for the development of Land Use Assumptions for water and wastewater impact fees. The impact fee program will consist of the development of a roadway service area structure, definition of an appropriate service unit, an analysis of existing roadway conditions, determination of growth by service area for a mandated 10-year planning period, development of an impact fee capital improvements plan, development of project costing, calculation of the maximum fee per service unit, and the definition of a service unit equivalency table for the roadway program. This task effort will be coordinated through a Capital Improvements Advisory Committee (CIAC) appointed by the city and incorporate a mandated two-step public hearing process. Consultant will assist with a recommendation of an appropriate collection rate through review of collection rates from other Brownsville peer cities with such programs. The City Council will formally consider and determine the imposition of impact fees for Brownsville.

Kick-Off Meeting, Data Collection, and Land Use Assumptions

- Task Initiation Meeting and Obtain Data
- Data Collection
- Develop Land Use Assumptions
- Develop Service Area Structure

Preparation of Land Use Assumptions

- Impact Fee Service Areas
- Base Year Land Use Assumptions/Database
- 10-Year Growth Assumptions
- Land Use Assumptions Report

Roadway Impact Fee Development and Analysis

Mobility Plan: The concurrent development of the Mobility Plan will serve as base for development of the impact fee program. The updated Mobility Plan shall be adopted prior to the completion of the public hearing process for the potential imposition of roadway impact fees in Brownsville. Requirements set forth per Chapter 395 will serve as the basis for impact fee CIP development.

- Inventory of Existing Roadways
- Projected 10-year Roadway Demand

- Roadway Capital Improvement Plan
- Preparation of Roadway Project Database
- Calculation of Maximum Cost per Service Unit
- Development of Land Use Equivalency Table

Impact Fee Report Development

- Develop LUA/CIP Report D2. Develop Impact Fee Report

Impact Fee Meeting Attendance

- Meet with the City Staff
- Attend Project Meetings

Meetings Summary:

- Kick-off Meeting
- City Staff Meetings: Up to 5 Virtual Meetings
- CIAC Meeting #1: Impact Fees 101, Growth Rates
- CIAC Meeting #2: LUA and Draft CIP
- CIAC Meeting #3: Impact Fee Calculations/Collection Rates
- CIAC Meeting #4: Collection Rates/Policy Recommendations
- City Council Workshop #1
- City Council Workshop #2
- Public Hearing #1 – LUA & CIP
- Public Hearing #2 – Imposition of Impact Fee

Identification of Fee Collection Rate

- Impact Fee Benchmarking
- Policy Development
- Roadway Impact Fee Ordinance Support

TASK 7. Deliverables

- Assessment of roadway impact fee as per *V.T.C.A.,Local GovernmentCode Ch. 395.*
- Benefit of a roadway impact fee and suggest a fee rate for the City

TASK 8. ADDITIONAL RELATED SERVICES

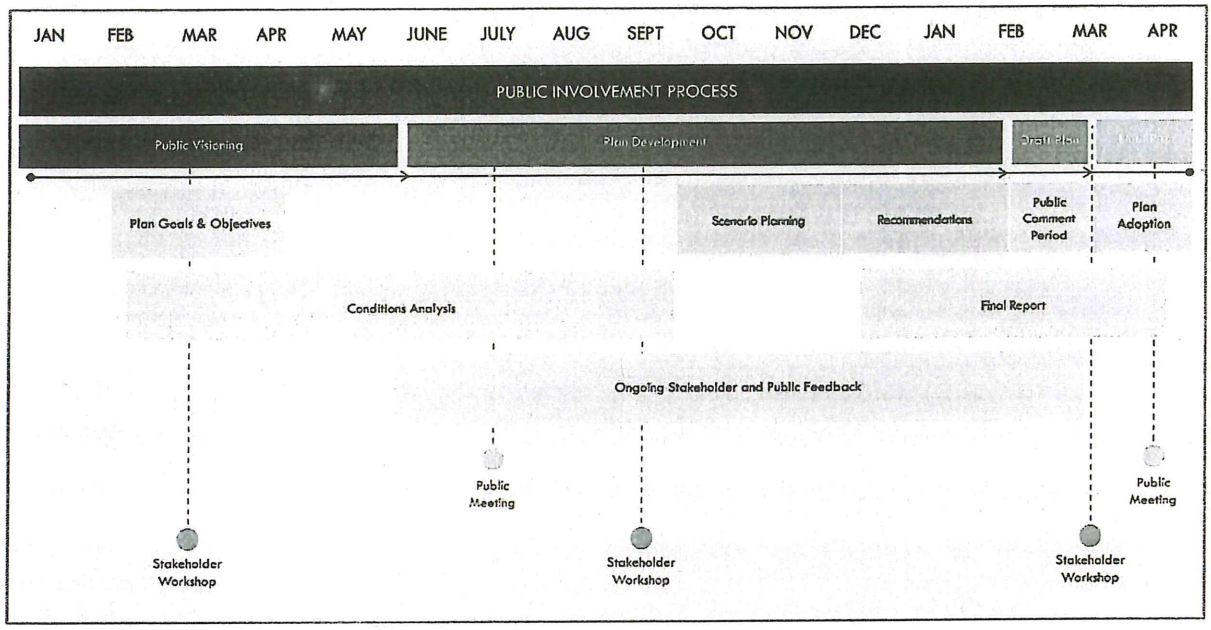
If mutually agreed upon and authorized in writing by the City, the Consultant shall furnish Additional Related Services of the types listed below. Such services, which are not included as part of the Project Basic Services outlined herein, would be based upon contracted hourly labor rates and other direct costs. These services would be paid by the City in an approved Task/Change Order:

- Conducting new services resulting from significant changes in the scope, extent, or character of the Project including, but not necessarily limited to, changes in complexity, schedule, and character; and revising previously accepted reports.
- Performing Traffic Impact Analysis of specific road segments or intersections, including sensitivity analysis for specific intersections identified as Level of Service (LOS) D or worse, and providing recommendations to improve intersection LOS (e.g., roundabouts, turn lane(s), etc.)

- Conducting targeted thoroughfare corridor studies to analyze the discrete and cumulative impact of speculative subdivision development.
- Developing detailed costing and financing proposals for selected capital improvement projects identified in the Transportation and Mobility Master Plan Report, including preliminary engineering, schematics, utility conflict analysis, right-of-way needs, value engineering, etc.
- Preparing applications and supporting documents (in addition to those furnished under Project Basic Services) for grants, loans, or advances, and assistance in obtaining financing for transportation systems.
- Evaluating performance of draft plan under different future scenarios, such as changes in travel behavior resulting in fewer/shorter trips, dispersed land use growth, concentrated land use growth, and dominance of connected and autonomous vehicles.
- Preparing environmental assessments and impact statements, to include historic and cultural heritage studies; review and evaluation of the effect on the design requirements of the Project of any such related effort prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of transportation facilities.
- Undertaking additional investigations and studies including, but not necessarily limited to, detailed consideration of operations, maintenance and expenses, financial evaluations, rate schedules and appraisals; detailed quantity surveys of materials; equipment and labor; and audits or inventories required in connection with transportation-related construction performed by or on behalf of the City.

EXHIBIT "B"

Proposed Schedule



Proposed 18-month Schedule

EXHIBIT "C"

Cost Proposal

Task Category	Total Hours	Loaded Costs
TASK 0 – Project Management and Coordination	398	$ 67,510.00
0.1 - Control and Scheduling	50	$ 10,782.00
0.2 – Progress Reports and Invoices	54	$ 6,834.00
0.3 – Communication Management and Meetings	124	$ 22,204.00
0.4 – Quality Assurance/Quality Control	124	$ 21,652.00
0.5 – Project Dashboard	46	$ 6,038.00
TASK 1 - Existing Conditions Inventory and Gap Analysis	449	$ 70,051.00
1.1 - Data Preparation and Input	88	$ 13,156.00
1.2 - Calibrate Planning and Transportation Analysis Tools	90	$ 15,152.00
1.3 - Existing Conditions Analysis	271	$ 41,743.00
	0	$ -
TASK 2 – Public Participation Program Development	386	$ 56,830.00
2.1 - Public Involvement Methods	34	$ 4,746.00
2.2 - Stakeholder Engagement	124	$ 19,076.00
2.3 - Public Meetings	162	$ 24,962.00
2.4 - Online Interactive Forum	66	$ 8,046.00
TASK 3- Future Transportation Trends Analysis	707	$ 108,137.00
3.1 - Summary of Future Trends	295	$ 45,877.00
3.2 - Summary of Commercial Space and Aviation Industry	95	$ 16,093.00
3.3 - Integration Plan for Innovation Transportation Companies	169	$ 23,151.00
3.4 - Summary of Potential Air Rights and/or Nagvlational Airspace	86	$ 12,562.00
3.5 - Vertiport Locations	62	$ 10,454.00
TASK 4 - Thoroughfare Plan	184	$ 25,240.00
4.1 - Develop Classification System	44	$ 6,328.00
4.2 - Propose Cross Sections for Classification	38	$ 5,672.00
4.3 - Identify New Street and Regional Connections	102	$ 13,240.00
TASK 5 - Smart City Program Development	171	$ 26,228.00
5.1 - Cost Benefit Analysis and Cost Report for Smart Mobility Projects	52	$ 7,818.00
5.2 - Cost Benefit Analysis and Cost Report for ITS Improvement Projects	40	$ 6,274.00
5.3 - Cost Benefit Analysis and Cost Report for Smart Street Lights Projects	46	$ 7,030.00
5.4 - Cost Benefit Analysis and Cost Report for Traffic Management Improvement Projects	33	$ 5,106.00
TASK 6 - Transportation and Mobility Master Plan Report Preperation	256	$ 41,152.00
6.1 - Report Contents	64	$ 10,184.00
6.2 - Draft Plan	56	$ 8,648.00
6.3 - Executive Summary	44	$ 7,100.00
6.4 - Presentation	40	$ 6,584.00
6.5 - Final Plan Document	52	$ 8,636.00
TASK 7 - Roadway Impact Fee	1540	$ 257,168.00
7.1 - Assess a Roadway Impact Fee	1411	$ 231,974.00
7.2 - Identify Benefit of Roadway Impact Fee and Fee Rate	129	$ 25,194.00
Subtotal Labor	4091	$ 652,316.00
Reimbursable Expenses		$ -
Lump Sum Project Total		$ 652,316.00

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Professional Liability Insurance**

   Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

4. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

SUPPLEMENTAL AGREEMENT 1

October 30, 2023

City of Brownsville
755 International Blvd
Brownsville, TX 78520

Re: Brownsville Mobility Plan

WHEREAS, the City of Brownsville and Alliance Transportation Group, LLC, previously Alliance Transportation Group Inc., entered into an Agreement for Professional Planning Services on December 14, 2021; and,

WHEREAS, representatives of the City of Brownsville requested a contract extension and supplemental scope and fee through the planned completion of the capital recovery fee program development.

NOW THEREFORE, the following modifications will be made to the Agreement:

I. The contract period shall be extended to February 29, 2024.

II. The contract scope will be amended as shown in the attached exhibits in a total amount not to exceed $150,000.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date of execution.

Alliance Transportation Group, LLC		**City of Brownsville**	
Signature:	_____	Signature:	_____
Name:	J.D. Allen, AICP, WSO-CSSD, TSSP-Rail/Bus, PTSCTP	Name:	_____
Title:	Executive Vice President	Title:	_____

APPROVED AS TO FORM
AND LEGALITY

_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

Attachment - Road Capital Recovery Fee
City of Brownsville
Scope of Work
Project Amendment:

Introduction

The City of Brownsville has extended the public hearing process for the road capital recovery fee to obtain additional comment and feedback from the public. This scope covers additional services to facilitate meeting attendance and participation by Alliance Transportation Group, LLC (ATG) to support the City and ATG's subconsultant Freese and Nichols, Inc. (FNI).

Scope of Work

ATG will continue to work with the City to facilitate meetings associated with the adoption of the Capital Recovery Fund (CRF) program, including providing review and input as necessary to presentations, handouts, and other public facing materials.

A. Public Engagement and Outreach

1) Attend up to eight (8) in-person meetings to discuss the CRF program and receive input.
2) Attend up to three (3) virtual meetings with City Staff to coordinate and discuss public engagement, policy, and other program elements.
3) Attend up to two (2) additional meetings with the City Commission for workshop or continued public hearings.
4) Attend up to six (6) additional internal coordination meetings to discuss project elements.

B. Documentation

1) Review necessary meeting materials (PowerPoint) prepared by FNI to support such meetings.
5) Collate comments and questions received during the meetings to the City as part of individual summaries for each event/activity attended.

C. Services by FNI

Specific services as outlined by FNI are attached in the attached Exhibit and referenced as part of the overall fee.

Schedule

The schedule for these amended services will be through February 2024.

Fee

The fee for the scope of services as described above plus the attached exhibit from FNI is a cost not to exceed $150,000 (ATG+FNI).

Additional Services

ATG/FNI remain available to provide additional services outside of this identified scope on an as needed and as negotiated basis.

EXHIBIT A
Road Capital Recovery Fee
City of Brownsville
Scope of Work

Project Amendment:

The City of Brownsville has extended the public hearing process for the road capital recovery fee to obtain additional comment and feedback from the public. As of date, the Public Hearing has been extended to January 16, 2023 in order to facilitate meetings with the developers, real estate, and other stakeholders. FNI will continue to work with the city to facilitate these meetings and attend in-person meetings with stakeholder interests. FNI will assist in amending collection rate policy consideration and meet with the Capital Improvement Advisory Committee (CIAC) to discuss potential amended considerations. An impact fee cost calculator will be prepared to assist city staff in the calculation of capital recover fees for specific development, using adopted collection rates and service unit generation for specific land use scenarios (use of the land use equivalency table). FNI will further collaborate with City marketing personnel and/or other consultants to promote web-based content and messaging in support of the program. Because of the uncertainty of meeting, additional optional services on a per in-person meeting basis have been identified. Specific work tasks are listed below.

Scope of Additional Work:

A. Public Engagement and Outreach
   - Attend up to eight (8) in-person meetings to discuss the CRF program and receive input. Summarize input for transmittal to the city. FNI will prepare necessary meeting materials (PowerPoint) to support such meetings.
   - Attend up to three (3) virtual meetings with City Staff to coordinate and discuss public engagement, policy, and other program elements.
   - Attend up to two (2) additional meetings with the City Commission for workshop or continued public hearings. FNI will prepare necessary meeting materials (PowerPoint) for meetings.
   - Attend up to six (6) additional internal coordination meetings to discuss project elements.

B. Cost Calculator
   - Prepare a CRF cost calculator for use by city staff to calculate fees. The calculator will be prepared using Microsoft Excel and contain pull down menus that address collections rates, service areas and land use types.

C. Documentation
   - Prepare documentation to support CRF amendments and public hearing process.
   - Prepare updated benchmarking to address alternate development scenarios.
   - Provide recommendations for amended policy and/or collection rates.

Schedule: The schedule for these amended services will run through end of February 2024. This will allow time for the Public Hearing (January 16, 2024) and ordinance adoption (February 6, 2024).

Fee: The fee for the scope of services as described above is a cost not to exceed ninety-five thousand four-hundred seventy-five dollars ($95,475.00).

Additional Services: FNI is available to attend additional meetings. Such meetings will be requested in writing. The lump sum cost per additional in-person meeting is $5,500, and virtual meeting is $1,800.

FNI Itemized Tasks

Task	Description	Cost
A.	Public Engagement and Outreach	$ 49,246
B.	Cost Calculator	$ 10,992
C.	Documentation	$ 20,174
	Total Labor	$ 80,412
	Total Direct Expenses	$ 15,063
	Total Project Cost (FNI)	$ 95,475

ATG Itemized Tasks

Task	Description	Cost
A	Public Engagement and Outreach	$ 32,961
B	Documentation	$ 10,612
	Total Labor	$ 43,573
	Total Direct Expenses	$ 10,950
	Total Project Cost (ATG)	$ 54,523

Total of Itemized Costs (FNI+ATG)	$ 149,998

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** to approve the adjusted fees submitted by the architectural firm GIGNAC, as stated in contract AIA Document B101-2017, for the Bus Yard Rehab Project in the amount of $154,236.92. (Multimodal Transportation)

Summary:
GIGNAC submitted an invoice with the adjusted fee as stipulated in their contract that the City Commission approved on June 18, 2019. The contract states that GIGNAC will be compensated 6.5% on the Basic Service (on projects over $3 million) once the final work cost is submitted. The final cost for this project is $7,489,682.34. Basic Services includes Schematic Design, Design Development, Construction Documents, Procurement Phase, and Construction Phase.

Project Scope and Analysis:
Architectural and Engineering Phase for Bus Yard Rehab.

Funding:

Source: FY 2024 Mid-Year Budget Amendment

Amount: 154,236.92

Local Contribution if Applicable: n/a

Recommendation:
Staff Recommends approval.

Commission Pillar:
Infrastructure

Attachments:
1. 19.14B LcobJG-gamJM Metro Yard Rehab TIGER AEproposal 03.13.23

2. Gignac Pay App #4 memo signed Finance
3. GIGNAC 4-13644 BMETRO Invoice w/PO
4. TIGER AandE Services Gignac Award
5. 06182019 city commission agenda

GIGNAC | ARCHITECTS

March 13, 2023

RE: City of Brownsville, Brownsville Metro Yard Rehab TIGER Project

Mr. Joel Garza:

Gignac l Architects is pleased to offer the following revised proposal for architectural services for the City of Brownsville's Metro Yard Rehab TIGER project.

This proposal is for architectural services for the Brownsville Metro Yard Rehab Tiger project as follows:
- Provide site access from Billy Mitchell Blvd.
- Address / improve site storm sewer system (including retention pond)
- Secure site perimeter with new fencing, gate access control, cameras, and security lighting
- Remove the existing fuel service (underground tanks) and relocate service with above ground tanks
- Repave access drives and new parking areas
- Replace existing equipment storage facility (metal building)
- Provide bus wash area
- Phase out construction so that facility remains in operation

The site is at 700 Jose Colunga Jr. Street in Brownsville, Texas. Based on our current agreement with the City of Brownsville and the estimated construction cost of $5,116,806.75 (see attached), this project is considered a large sized project. As such, our fee proposal shall be 6.5% for basic architectural services. At this estimated construction cost, our 6.5% fee would be $332,592.44 for basic services. Our fees would be adjusted to the actual construction cost of the project, however.

Basic services shall include architectural services and structural, mechanical, electrical, and plumbing engineering services. Any professional services beyond that would be considered reimbursable expenses (i.e. Traffic consultant, civil engineering, landscape architecture, surveying).
Attached are additional services proposals which will be required to design the entire scope of this project:
- Civil Engineering $70,370.00
- Removal of underground and replacement of above ground fuel tanks $32,450.00
- Landscape Architecture $14,900.00
- These would incur a 10% mark up for managing these services totaling $129,492.00 in additional services.

The combined fee proposal for basic architectural services, civil engineering, fuel tank removal and replacement, and landscape architecture would be $462,084.44.

Gignac l Architects appreciates the opportunity to serve you as your architect of record and we look forward to this project. Should you have any questions or wish to discuss this further, please do not hesitate to contact our office.

Thank You
Juan Mujica, Jr.
Gignac l Architects

3700 N. 10th. Street, Suite 205
McAllen, TX 78501
956.686.0100

222 E. Van Buren, Suite 102
Harlingen, TX 78550
956.365.4820

B-METRO YARD REHAB TIGER PROJECT
BROWNSVILLE, TEXAS
March 13, 2023
Based on Feb '23 correspondence 100% DD

DRAFT

OPINION OF CONSTRUCTION COSTS:	QTY	UNIT EACH	SF	Unit Price	Cost
A. NEW CONSTRUCTION COSTS					
Fueling Station Canopy	1	3,000	3,000	$ 100.00	$ 300,000.00
Above ground tanks		LS			$ 362,000.00
Infrastrucuture		LS			$ 65,000.00
Backup Generator for Tanks		LS			$ 10,000.00
Bus wash area	1	LS			$ 250,000.00
Shell	1	1,950	1,950	$ 150.00	$ 292,500.00
Infrastrucuture	1	LS			$ 75,000.00
Unisex restroom	1	64	64	$ 285.00	$ 18,240.00
Include electric water cooler					
Janitorial supply room and closet	1	50	50	$ 180.00	$ 9,000.00
SUBTOTAL NEW CONSTRUCITON			5,064	$ 272.86	**$ 1,381,740.00**
B. INTERIOR NEEDS					
Demo existing equipment storage facility	1	9,000	9,000	$ 6.00	$ 54,000.00
Replace Pre-Engineered building	1	9,000	9,000	$ 80.00	$ 720,000.00
Field staff milling / lounge	1	2,250	2,250	$ 35.00	$ 78,750.00
Tools storage shelving	1	LF	50	$ 300.00	$ 15,000.00
Fence in part for secured storage	1	LF	45	$ 26.00	$ 1,170.00
SUBTOTAL INTERIOR NEEDS			20,345	$ 42.71	**$ 868,920.00**
C. EXTERIOR NEEDS					
Removal of existing fueling station (& tanks)		LS			$ 72,000.00
Bus ingress on Colunga with access control		LS			$ 15,000.00
Bus egress on Colunga with access control		LS			$ 15,000.00
Perimeter Ornamental fencing (10' height)	1	1100	1100	$ 40.00	$ 44,000.00
Perimeter Wire mesh fencing (10' height)	1	960	960	$ 26.00	$ 24,960.00
Site security (cameras and lighting)	1	LS			$ 125,000.00
Concrete Paving					
Phase 1 (no new paving)					$ -
Phase 2 (new drive, bus wash, bus parking)	1	73713	73713	$ 9.50	$ 700,273.50
Phase 3 (renovated bus, paratransit & fleet parking)	1	67902	67902	$ 9.50	$ 645,069.00
Phase 4 (renovated paratransit parking)	1	18568	18568	$ 9.50	$ 176,396.00
Phase 5 (renovated bus parking parking)	1	25141	25141	$ 9.50	$ 238,839.50
Employee parking (includes HC)	30	366	10980	$ 8.25	$ 90,585.00
Oil / water separator	1	LS			$ 50,000.00
Site storm sewer	1	LS			$ 315,000.00
SUBTOTAL EXTERIOR NEEDS					**$ 2,512,123.00**

OPINION OF CONSTRUCTION COSTS:	QTY	UNIT EACH	SF	Unit Price	Cost
D. PHASING COSTS					
Caliche 1st phase (temp bus parking)	1	16355	16355	$ 7.00	$114,485.00
Caliche/Sub-base Rework	1	23877	23877	$ 3.75	$89,538.75
Phasing additional general conditions	5			$ 30,000.00	$150,000.00
SUBTOTAL PHASING COSTS					**$354,023.75**
TOTAL ESTIMATED CONSTRUCTION COST					**$ 5,116,806.75**

AMBIOTEC
GROUP
Civil and Environmental Engineers, Scientists and Construction Managers
TBPE Firm No. F-4126
TBPLS Reg. No. 10005300

September 29, 2022

Mr. Juan Mujica, Jr.
Sr. Project Manager
Gignac Architects
3700 N. 10th St. Suite 205
McAllen Texas 78501

RE: Brownsville Metro Transfer Station Civil Engineering Services Additional Services
Proposal No. 6231.0922

Dear Mr. Mujica:

Ambiotec Group, Inc. (Engineer) is pleased to submit this proposal for professional civil engineering services at the above referenced project. The scope of services, schedule and compensation are presented below .

SECTION A. SCOPE OF SERVICES

A.1 Basic Services

Engineer shall perform the following services: Provide construction drawings for 5 phases

1. Provide Epic Sheets
2. Provide Topography/Demolition Sheet
3. Provide Storm Water Pollution Prevention Plan (SWPPP)
4. Provide Dimension Site Plan
5. Provide Grading and Drainage Plan
6. Provide Utility Plan
7. Construction Administration

5420 Paredes Line Rd., Brownsville, TX 78526
(956) 548-9333 (956) 548-9399 Fax

1110 East Harrison Ave., Harlingen, TX 78550
(956) 423-7807 (956) 423-7905 Fax

A.2 Additional Services

Any hours in excess of what is mentioned under this proposal will be considered additional services and will be billed at the specified hourly rates. Engineer shall furnish these services only after receiving from Gignac Architects (GA) written approval of compensations and authorization to proceed. The payment for these services shall be determined as described in the Section C (Compensation) below.

SECTION B. SCHEDULE

Engineer will complete the above mentioned work as requested by Owner.

SECTION C. COMPENSATION

C.1 Compensation for Basic Services

In return for the performance of the foregoing Basic Services, GA shall pay Engineer on a time and materials basis an amount based on the above breakdown and payable according to the following terms:

Engineer shall perform the services and deliver the related documents outlined in Section A (Scope of Services) on a lump sum basis **per phase** as shown below:

1. Provide Epic Sheets	$ 1,500.
2. Update Boundary Survey	$ 2,800.
3. Provide Topography/Demolition Sheet	$ 6,570.
4. Provide Storm Water Pollution Prevention Plan (SWPPP)	$15,000.
5. Provide Dimension Site Plan	$ 3,500.
6. Provide Grading and Drainage Plan	$13,500.
7. Provide Utility Plan	$13,500.
8. Traffic Control Plan For Billy Mitchell Blvd. and Jose Colunga St.	$ 8,500.
9. Elevation Certificate (if required)	$ 1,000.
10.Construction Administration	$ 4,500.
ENGINEERING AND RELATED SERVICES	$ 70,370.

Please note that our proposal does not include Bidding and Construction Management Services at this time. Engineer shall invoice GA monthly for Services rendered. Invoices shall be due and payable upon receipt. GA shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within thirty (30) days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

C.2 Compensation for Additional Services

Compensation for additional services shall be based on the labor and material rates listed in Section B above.

Engineer shall invoice GA monthly for Services rendered. Invoices shall be due and payable upon receipt. GA shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within thirty (30) days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

SECTION D. GA'S RESPONSIBILITIES

GA shall provide information necessary to perform inspection services in a timely manner so as not to delay the services of Engineer.

1. Provide complete set of plans for the project plus any related information.

Except as provided herein, all terms and conditions of the Agreement shall continue in full force and effect.

Gignac Architects
(GA)

By:_____

Title:_____

Date:_____

Ambiotec Civil Engineering Group, Inc.
(Engineer)

By: H. Mac PE, RPLS

Title: Principal

Date: September 29, 2022

AMBIOTEC
GROUP

Civil and Environmental Engineers, Scientists and Construction Managers
TBPE Firm No. F-4126
TBPLS Reg. No. 10005300

October 11, 2022

Mr. Juan Mujica, Jr.
Sr. Project Manager
Gignac Architects
3700 N. 10th St. Suite 205
McAllen Texas 78501

RE: Brownsville Metro Transfer Station Environmental Services - Additional Services
Proposal No. 6232.1022

Dear Mr. Mujica:

Ambiotec Group, Inc. (AGI) is pleased to submit the following proposal relating to the planned installation of an aboveground storage tank (AST) system and removal of an existing underground storage tank (UST) system at the above referenced facility. Tasks include reviewing the AST system design, and providing management and environmental assessment activities during the UST removal activity. The proposed scope of work, budget and work schedule are presented below.

SCOPE OF WORK

Task 1.0 Review Aboveground Storage Tank (AST) System Design

AGI will review the engineering design for the new AST system and provide input to ensure that the tank system meets compliance with applicable Texas Commission on Environmental Quality (TCEQ) regulations. Please note that AGI will not design the tank system nor its foundation base if one is needed.

Task 2.0 Coordinate and Monitor Aboveground Storage Tank (AST) Installation Activities

AGI will coordinate with the awarded contractor and monitor the field work during the tank installation activity. AGI will hold a pre-construction meeting with the awarded Contractor to coordinate and schedule the work in a timely and efficient manner. AGI proposes performing four (4) random site inspections during and at the completion of the construction activity for quality assurance/quality control (QA/QC) purposes. Site photographs and project notes will be collected during the monitoring activities.

Task 3.0 Coordinate and Monitor Underground Storage Tank (UST) Removal Activities

AGI will coordinate with the awarded contractor and monitor the field work during the tank removal activity, which includes the removal of two 12,000-gallon diesel USTs and one 6,000-gallon gasoline

5420 Paredes Line Rd., Brownsville, TX 78526
(956) 548-9333 (956) 548-9399 Fax

1101 East Harrison Ave., Harlingen, TX 78550
(956) 423-7807 (956) 423-7905 Fax

UST. AGI will hold a pre-construction meeting with the awarded Contractor to coordinate and schedule the work in a timely and efficient manner. Site photographs and project notes will be collected during the monitoring activities.

Task 4.0 Environmental Sampling and Testing

Immediately after the tanks have been removed from the ground, AGI will coordinate the collection of representative soil samples beneath the tank system if groundwater is not encountered. If groundwater is encountered within the tank hold, representative soil samples will be collected from the tank hold walls. Soil samples will also be collected along the piping trench and next to the dispensers. Additionally, one composite soil sample per fifty (50) cubic yards will be collected from the excavated soil to determine soil hydrocarbon concentrations of excavated soil. Sampling locations will be determined by the quantity of tanks (3), size of the underground PST system, associated piping and dispenser locations, and the presence/absence of groundwater in the tank hold. AGI proposes collecting a total of twenty (20) samples during the tank removal activities from the tank hold, pipe trenches, dispenser area and soil stockpiles. The samples will be transported to an environmental laboratory for analysis of total petroleum hydrocarbon (TPH), benzene, toluene, ethyl benzene and xylene (BTEX), methyl tertiary butyl ether (MTBE), and/or polyaromatic hydrocarbons (PAH). EPA and TCEQ quality assurance/quality control protocols will be maintained during the sampling and laboratory efforts.

Task 5.0 Preparation of Project Report

A Tank Removal Report will be prepared upon completion of the tank removal activities, and will describe in detail the scope, methods and findings of the activities. A copy of the report will be submitted to the TCEQ along with an updated tank registration form and a TCEQ Release Determination Report (RDR) Form. The report will include a description of project activities, laboratory reports, maps, project photographs, conclusions and recommendations.

BUDGET

AGI proposes to perform the project on a fixed fee basis for the amount of $32,450.

SCHEDULE

AGI is prepared to complete Task 1.0 within 1-2 weeks of authorization to proceed. The remaining tasks will be initiated upon BISD's selection of a tank removal contractor. AGI anticipates being able to complete the project within 3-4 weeks of the completion of the tank removal activity.

Except as provided herein, all terms and conditions of the Agreement shall continue in full force and effect.

Gignac Architects
(GA)

By:_____

Title:_____

Date:_____

Ambiotec Civil Engineering Group, Inc.
(Engineer)

By: PE, RPLS

Title: Principal

Date: October 11, 2022

HEFFNER DESIGN TEAM, PLLC

DESIGN SERVICES PROPOSAL

Date: October 4, 2022

Attention: Juan Mujica Jr.
Gignac Architects
222 E. Van Buren Suite 102
Harlingen, TX 78550

Regarding: Proposal for Design Services

Mr. Mujica,

Please review this proposal for landscape architecture and irrigation design services for The City of Brownsville Metro Tiger project located in Brownsville, Texas-

The construction document phase includes the following actions -

- provide a review of the City of Brownsville landscape ordinance.
- prepare construction plans
- prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- prepare construction specifications for the proposed improvements
- prepare an opinion of probable cost to construct the program elements identified in the design development phase.
- prepare documents suitable for review for compliance with applicable governmental requirements
- address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- submit one digital copy of the Construction Documents
- one draft set of the above documents and one final set of the above documents is included

The bidding and contract negotiation phase includes the following actions -

- attend pre-bid conference
- clarify the Construction Documents as required through the preparation and issuance of addenda

The construction contract administration services phase includes the following actions -

- take part in the pre-construction conference
- provide submittal and RFI review, development and issuance of ASI's,
- complete (5) five site observation visits for conformance with Construction Documents
- evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents

Fee for the construction document phase -	$ 11,000.00
Fee for the bidding and contract negotiation phase-	$ 1,500.00
Fee for the construction administration phase-	$ 2,400.00
Total fee for above scope of work-	$ 14,900.00

To supply our clients with peace of mind we carry full general and professional liability insurance. I am licensed as a landscape architect by the States of Texas and Michigan. A copy of our insurance and licenses are available upon request. This proposal expires 90 days from the above date. Thank you for the opportunity to work on this project.

Sincerely,



X _____

Andrew T. Heffner, PLA, ASLA, Assoc. AIA-LRGV, CLARB Client Signature Date

A. Contract Terms & Conditions

- Supplemental Services- Supplemental Services are shown below. Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis) beyond the Compensation stated in the Preliminary Provisions.

The following pre-design services should be considered Supplemental Service-
Assisting the Client with programming, master planning, detailed project scheduling, representing Client at zoning hearing and/ or community meetings or design review hearings, assist the Client with grant administration, and all additional meetings.

The following Design Phase services should be considered Supplemental Service-
Scale models and renderings, special studies or reports, expert witness testimony, attendance at public review or design review hearings, and all additional meetings.

The following Construction Administration Phase should be considered Supplemental Service-
Prepare Client-initiated change orders, on the behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from Contractor, review Contractor's marked-up-as-built drawings, determine consent of surety, if any, to issuance of final certificate of payment. Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials, and all additional meetings.

The following Post-Construction Phase should be considered Supplemental Service-
Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor, provide periodic observations of work and/or warranty items, perform post-construction evaluation of functional and operational performance of the Project, and all additional meetings.

Compensation for supplemental services shall be based on the following hourly rates:
Landscape Architect- $ 150 p/h
Licensed Irrigator- $ 85 p/h
Junior Designer- $ 55 p/h
Development Coordinator- $55 p/h

- Approval of Services/Changes to Approved Services- The Landscape Architect shall proceed with a phase or design package of the Landscape Architect's services only after receiving the Client's written approval of the services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Program descriptions.

- Opinions of Probable Construction Costs- Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time

  construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

- Construction Safety- The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

- Information-

  i. The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, or deed or other restrictions.
  ii. The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

- Independent Testing- The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste conditions.

- Reliance- The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's

consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.

- Ownership of Documents-

  i. The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials")

  ii. Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

  iii. The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for any costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Design Materials or the use of the Design Materials for any purpose other than the Project.

  iv. In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

- Landscape Architect Compensation

  i. Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below.

  ii. Reimbursable expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 10 %. Reimbursable expenses include but are not limited to the following:

     a. costs of reproductions, faxes, postage and handling, messenger and overnight delivery services;
     b. costs of renderings, photographs, models, and mock-ups requested by the Client;
     c. expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client

in excess of that normally carried by the Landscape Architect and its consultants;

d. costs of printing and delivering bid packages;
e. services of professional consultants which cannot be quantified at the time of contracting; and
f. other, similar direct Project-related expenditures.

- Payments

i. An initial payment of 50% of the approved design fee shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. Acceptable methods of payment are cash, check, or money order. Mail checks and money orders and do not mail cash as we are not liable if lost or stolen.

ii. Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

iii. Payments are due and payable 60 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 61 days after the invoice date shall be deemed overdue and shall accrue 5 % interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

- Indemnification & Consequential Damages

i. Indemnification- Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence. Landscape Architect's liability to the client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

ii. Consequential Damages- The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

TO:	Helen Ramirez, City Manager
FROM:	Gennie Garcia, Multimodal Transport Gennie Garcia Digitally signed by Gennie Garcia Date: 2023.10.17 12:06:15 -05'00'
SUBJECT:	Gignac Pay App #4- Construction Docs Phase
DATE:	10/17/2023
THROUGH:	Octavio Salazar- Transit and Mobiltiy Planner

MEMO ☐ COMMISSION MEETING DATE

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

The original invoice was submitted by GIGNAC after the final construction cost was approved by City Commission. The basic services delivered by GIGNAC needed a final adjustment fee of 6.5% in accordance with the final construction cost and agreement. PO adjustments were submitted but an over budget delayed payment of this invoice. Proper budgeting for this account was not followed due to the lack of funds needed for this project. This department will plan accordingly to insure that the proper funding is allocated to prevent this occurrence. The total amount for Invoice #4 is $155,281.66 of which $61,694.77 needs to be paid via Payment Request Form due to the Construction Docs Phase line item in the invoice surpasses the 25% allowed in the PO adjustment.

A mid year amendment will be submitted by Bmetro.

Account #: 65-8118-9448-04

Staff recommends approval.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:** 10/24/23	**By:**
Co[redacted]		

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval

Signature:	**Date:**

PAYMENT REQUEST FORM

VENDOR#: 13644

P.O. #: 2023-0725 CLOSE PO: NO ☑ YES ☐

POs ONLY WITH RETAINAGE

EXPLANATION FOR EXPENDITURE EXAMPLE: ACCOUNT #, SERVICE DATES, LOCATION, PROJECT:
Construction Docs Phase line item on Invoice #4 goes over
the 25% allowed for PO changes.
Final Fee adjusted in accordance with final construction cost

GL ACCOUNT FUND - DEPT. - ACCT. - SUB - PROJ	PO LINE ITEM #	EXPENSE AMOUNT	(FS USE ONLY) LESS RETAINAGE
~~65-300-705~~ 65-8118-9448-04		61,694.77	
TOTAL		$ 61,694.77	

APPROVAL	
TITLE:	MMT Deputy Director
NAME:	Gennie Garcia
SIGNATURE:	Gennie Garcia

REVIEWER	
NAME:	Octavio Salazar
DATE:	10/04/2023

REV. 4/05/23

INVOICE #: 4
DATE: 6-Jul-23
RE: City of Brownsville
Brownsville Metro TIGER Rehab
Project No. : 19.14B
PO #: **2023-00000725**

TO: **City of Brownsville**
Attn: Cynthia Castillo
755 International Blvd.
Brownsville, Texas 78520
Cynthia.castillo@brownsvilletx.gov

FOR PROFESSIONAL SERVICES RENDERED: *6/1/2023* *through* *6/30/2023*

LOWEST BONAFIDE BID	$7,489,682.34	x	6.50%	$486,829.35

TOTAL A/E FEE : **$486,829.35**

FEE BASIS: **$486,829.35** Final Fee adjusted in accordance with final construction cost.

		% FEE		FEE	% COMP		TOTAL EARNED		LESS PREV INVOICED		DUE THIS INVOICE
A.	**BASIC SERVICES:**										
1)	SCHEMATIC DESIGN PHASE	15.00%	$	73,024.40	100%	$	73,024.40	$	49,888.87	$	23,135.54
2)	DESIGN DEVELOPMENT	20.00%		97,365.87	100%		97,365.87		66,518.49		30,847.38
3)	CONSTRUCTION DOCS PHASE	40.00%		194,731.74	100%		194,731.74		133,036.98		61,694.77
4)	BIDDING/NEGOTIATIONS PHASE	5.00%		24,341.47	100%		24,341.47		0.00		24,341.47
5)	CONSTRUCTION PHASE	20.00%		97,365.87	0%		0.00		0.00		0.00
Total Basic Services		100%	$	486,829.35		$	389,463.48	$	249,444.33	$	140,019.16
B.	**ADDITIONAL SERVICES:**										
1.	Civil Engineering	*(Ambiotec)*	$	$77,407.00	92%	$	71,357.00	$	56,094.50	$	15,262.50
2.	Landscape/Irrigation	*(Heffner)*		$16,390.00	74%		12,100.00		12,100.00		0.00
3.	Storage Tank Environmental	*(Ambiotec)*		35,695.00	0%		0.00		0.00		0.00
4.	TDLR fees						0.00		0.00		0.00
5.	Bid Document Printing						0.00		0.00		0.00
Total Additional Services Expenses			$	129,492.00		$	83,457.00	$	68,194.50	$	15,262.50
C	**REIMBURSABLE EXPENSES:**										
1.	Printing/Reproduction		X	10%		$	0.00	$	0.00	$	0.00
2.	Postage/Delivery						0.00		0.00		0.00
3.	Travel/Subsistence						0.00		0.00		0.00
4.	Consultant Fees						0.00		0.00		0.00
Total Reimbursable Expenses						$	0.00	$	0.00	$	0.00
D.	**PROJECT TOTALS:**		$	616,321.35		$	472,920.48	$	317,638.83	$	155,281.66

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

Ship To
City of Brownsville
Brownsville Urban System
755 International Bvld
BROWNSVILLE, TX 78520

Bill To
City of Brownsville
Finance Department
PO BOX 911
BROWNSVILLE, TX 78520

Purchase Order
No. 2023-00000725

GL-DATE 10/03/2023

VENDOR NO. 13644

Changed Purchase Order

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor
GIGNAC & ASSOCIATES, LLP.
416 STARR STREET
CORPUS CHRISTI, TX 78401

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 2**
ORIGINATOR: Jackie Pena

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 1.1) SCHEMATIC DESIGN PHASE 65-560-765 - Professional Services 23,135.54	New Item line 9	23,135.5400	$23,135.54
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 2.1) DESIGN DEVELOPMENT 65-560-765 - Professional Services 30,847.38	New Item line 10	30,847.3800	$30,847.38
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 4.1) BIDDING/NEGOTIATIONS PHASE 65-560-765 - Professional Services 7,711.85	New Item line 11	7,711.8500	$7,711.85
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 5.1) CONSTRUCTION PHASE 65-560-765 - Professional Services 30,847.38	New Item	30,847.3800	$30,847.38
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 1) SCHEMATIC DESIGN PHASE 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 49,888.87	Open	49,888.8700	$49,888.87
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 2) DESIGN DEVELOPMENT 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 66,518.49	Open	66,518.4900	$66,518.49
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 3) CONSTRUCTION DOCS PHASE 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 133,036.98	Open	133,036.9800	$133,036.98
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 4) BIDDING/NEGOTIATIONS PHASE 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 16,629.62	Open Line 4	16,629.6200	$16,629.62
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 5) CONSTRUCTION PHASE 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 66,518.49	Open	66,518.4900	$66,518.49
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 6) ADDITIONAL SERVICES: Civil Engineering 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 77,407.00	Open Line 6	77,407.0000	$77,407.00 $15,262.50
1.0000	Each	ARCHITECTURAL SERVICES, PROFESSIONAL - 07) LANDSCAPE / IRRIGATION	Open	16,390.0000	$16,390.00

Special Instructions

1. PURCHASE ORDER NUMBERS must appear on all invoices, packages, shipping documents, and relative correspondence.
2. F.O.B. destination unless otherwise specified; NO COD shipments will be accepted.
3. Substitution of items or prices will NOT be accepted without prior approval.
4. Exempt from State/Local and Federal limited sales excise and use tax. Federal Tax ID (EIN) 74-6000422.
5. Partial shipments will be accepted if invoiced separately.
6. The City of Brownsville will NOT be responsible for any good delivered without a purchase order.

Ship To
City of Brownsville
Brownsville Urban System
755 International Bvld
BROWNSVILLE, TX 78520

Bill To
City of Brownsville
Finance Department
PO BOX 911
BROWNSVILLE, TX 78520

Purchase Order
No. 2023-00000725

GL-DATE 10/03/2023

VENDOR NO. 13644

Changed Purchase Order

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor
GIGNAC & ASSOCIATES, LLP.
416 STARR STREET
CORPUS CHRISTI, TX 78401

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **2 of 2**
ORIGINATOR: Jackie Pena

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 16,390.00 ARCHITECTURAL SERVICES, PROFESSIONAL - 08) STORAGE TANK ENVIRONMENTAL 65-8118-9448-04 - B-Metro TIGER Project Jose Colunga Rehab Phase II 35,695.00	Open	35,695.0000	$35,695.00

Total Cost	**$554,626.60**
Amount Voided	**$0.00**
Amount Expensed	**$317,638.83**
Amount Encumbered	**$236,987.77**
Amount Discounted	**$0.00**
Amount Remaining	**$236,987.77**

SUBTOTAL	$554,626.60
SALES TAX	$0.00
TOTAL DUE	$554,626.60

Special Instructions

Services rendered 06/01/2023 to 06/30/2023. Verified by Cynthia Castillo. Please do not close PO

Octavio Salazar 10/4/2023

1. PURCHASE ORDER NUMBERS must appear on all invoices, packages, shipping documents, and relative correspondence.
2. F.O.B. destination unless otherwise specified; NO COD shipments will be accepted.
3. Substitution of items or prices will NOT be accepted without prior approval.
4. Exempt from State/Local and Federal limited sales excise and use tax. Federal Tax ID (EIN) 74-6000422.
5. Partial shipments will be accepted if invoiced separately.
6. The City of Brownsville will NOT be responsible for any good delivered without a purchase order.

INVOICE #: 4
DATE: 6-Jul-23
RE: City of Brownsville
Brownsville Metro TIGER Rehab
Project No. : 19.14B
PO #: 2023-00000725

TO: City of Brownsville
Attn: Cynthia Castillo
755 International Blvd.
Brownsville, Texas 78520
Cynthia.castillo@brownsvilletx.gov

FOR PROFESSIONAL SERVICES RENDERED: *6/1/2023* *through* *6/30/2023*

LOWEST BONAFIDE BID $7,489,682.34 x 6.50% $486,829.35

TOTAL A/E FEE : $486,829.35

FEE BASIS: $486,829.35 Final Fee adjusted in accordance with final construction cost.

	% FEE		FEE	% COMP		TOTAL EARNED		LESS PREV INVOICED		DUE THIS INVOICE
A. BASIC SERVICES:										
1) SCHEMATIC DESIGN PHASE	15.00%	$	73,024.40	100%	$	73,024.40	$	49,888.87	$	23,135.54
2) DESIGN DEVELOPMENT	20.00%		97,365.87	100%		97,365.87		66,518.49		30,847.38
3) CONSTRUCTION DOCS PHASE	40.00%		194,731.74	100%		194,731.74		133,036.98		61,694.77
4) BIDDING/NEGOTIATIONS PHASE	5.00%		24,341.47	100%		24,341.47		0.00		24,341.47
5) CONSTRUCTION PHASE	20.00%		97,365.87	0%		0.00		0.00		0.00
Total Basic Services	100%	$	486,829.35		$	389,463.48	$	249,444.33	$	140,019.16
B. ADDITIONAL SERVICES:										
1. Civil Engineering	*(Ambiotec)*	$	$77,407.00	92%	$	71,357.00	$	56,094.50	$	15,262.50
2. Landscape/Irrigation	*(Heffner)*		$16,390.00	74%		12,100.00		12,100.00		0.00
3. Storage Tank Environmental	*(Ambiotec)*		35,695.00	0%		0.00		0.00		0.00
4. TDLR fees						0.00		0.00		0.00
5. Bid Document Printing						0.00		0.00		0.00
Total Additional Services Expenses		$	129,492.00		$	83,457.00	$	68,194.50	$	15,262.50
C REIMBURSABLE EXPENSES:										
1. Printing/Reproduction		X	10%		$	0.00	$	0.00	$	0.00
2. Postage/Delivery						0.00		0.00		0.00
3. Travel/Subsistence						0.00		0.00		0.00
4. Consultant Fees						0.00		0.00		0.00
Total Reimbursable Expenses					$	0.00	$	0.00	$	0.00
D. PROJECT TOTALS:		$	616,321.35		$	472,920.48	$	317,638.83	$	155,281.66

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

TO:	Noel Bernal, City Manager
FROM:	Norma Zamora, Brownsville Metro Director
SUBJECT:	Contract Award for A/E Services for TIGER Projects
DATE:	6/3/2019
THROUGH:	Joshua A. Estevez, Facilities & Fleet Contract Manager

AGENDA ITEM

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☑ Contract ☐ Grant ☑ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

The City of Brownsville has agreements in place with approximately five (5) Architect/Engineer firms. These firms are rotated & selected on a fair opportunity basis, ensuring each firm receives projects. Brownsville Metro was awarded the TIGER grant, totaling $5,700,000.00; this amount, in conjunction with other local and federal funding, brings Brownsville Metro's total project funding to $10,611,980.00 (See Attachment C).

Project One (1) consists of improvements to the Operations and Passenger Facility, including site safety and function improvements, as well as, the addition of a new passenger transfer facility. This project has an estimated construction cost of $5,312,000.00. Project Two (2) consists of improvements to approximately forty-three (43) existing bus stops, including stop safety, comfort and ADA access/compliance. This project has an estimated construction cost of $1,724,980.00.

The A/E portion of the aforementioned projects includes preliminary designs and surveys through final construction design. The A/E firm, Gignac & Associates LLC, has vast past performance in the required areas and they were the next firm on our city contract rotation schedule. The firm has a previously agreed upon rate of 6.5% for any project exceeding $3,000,000.00.

In summary, we are requesting to proceed with approval to enter into contract agreement with the A/E firm, with an estimated A/E cost of $457,403.70, funded via the TIGER Grant TX-2019-026-00, anticipating to start performance on 18 June 2019.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:**	**By:**
Comments:		
Human Resources Department	**Date Reviewed:** N/A 6/6	**By:** N/A 6/6
Comments:		
Purchasing Department	**Date Reviewed:**	**By:**
Comments:		

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval

Signature:	**Date:**

Revised 3/2019

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18th day of June in the year Two Thousand Nineteen Hundred
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Brownsville, Texas
Brownsville Metro
755 International Blvd.
Brownsville, TX 78520
Telephone Number: 956-574-6668

and the Architect:
(Name, legal status, address and other information)

Gignac & Associates, Limit Liability Partnership
222 E. Van Buren, Suite 102
Harlingen, Texas 78550
Telephone Number: 956-365-4820
Fax Number: 956-622-7313

for the following Project:
(Name, location and detailed description)

2019 Brownsville Metro Department Maintenance Yard Rehab TIGER Projects
700 Jose Colunga Jr. Street
Brownsville, TX 78521
Improvements to the Maintenance and Operations Yard
- New Transfer Station & Park-n-Ride
- New Entry Way & Parking Areas
- New Fueling Facility
- New Bus Washing System
- Storm Sewer & Landscape renovations
- Maintenance Warehouse renovations
- Improvements to forty-three (43) existing bus stop locations
- And any other improvements/projects directed by the Owner

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/
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User Notes: (3B9ADA51)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Project 1 - Operations and Passengers Facility $7,112,000
Project 2 - Bus Stop Safety and Comfort $2,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init. /

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User Notes: (3B9ADA53)

Project 1 - March 15, 2020
Project 2 - February 15, 2020

.2 Construction commencement date:

Project 1 - June 30, 2020
Project 2 - June 15, 2020

.3 Substantial Completion date or dates:

Project 1 - July 2021
Project 2 - June 15, 2021

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

SOQ, RFP: Construction Manager at Risk (CMR) - multiple bid packages by phases

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Joshua A. Estevez
755 International Blvd
Brownsville, TX 78520
Email address: joshua.estevez@cob.us
956-545-9838

Doroteo Garcia Jr.
404 E. Washington
Brownsville, TX 78520
Doro@cob.us
956-541-1012

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Consulting engineers

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

Include in contract as supplemental fee

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Raymond Gignac
416 Starr Street
Corpus Christi, TX
Telephone Number: 361-884-2661
Email Address: rgignac-associates.com
Juan Mujica, Jr.
222 E. Van Buren, Suite 102
Harlingen, TX 78550
Email Address: jmujica@gignac-associates.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Chanin EngineeringLLC ---DBE Engineering Firm
Miguel Chanin, P.E.
400 Nolana, Suite N2
McAllen, Texas 78504
Telephone Number: 956- 687-9421

.2 Mechanical Engineer:

SIGMA HN, Engineers, Professional Limited Liability Company
Gabriel Hinojosa, P.E.
701 South 15th. St.
McAllen, TX 78501
Telephone Number: 956-332-3206

.3 Electrical Engineer:

SIGMA HN, Engineers
Antonio Nicanor, P.E.
701 South 15th. St.
McAllen, TX 78501
Telephone Number: 956-332-3206

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§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer:
Melden & Hunt
Mario Reyna, P.E.
115 W. McIntyre
Edinburg, TX 78541
Telephone Number: 956-381-0981

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Sero Cents ($ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage or city minimum requirements.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Three Million Dollars and Zero Cents ($ 3,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental, Additional or Reimbursable Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 ProcurementPhase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Procurement of Construction Services Phase

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

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.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

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promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner / Architect Basic Services

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§ 4.1.1.2 Multiple preliminary designs	Architect - Basic Services
§ 4.1.1.3 Measured drawings	Architect - Basic Services
§ 4.1.1.4 Existing facilities surveys	Owner or Architect - Reimbursable Service
§ 4.1.1.5 Site evaluation and planning	Architect - Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect - Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering (if required)	Architect - Reimbursable
§ 4.1.1.9 Landscape design (if required)	Architect - Reimbursable
§ 4.1.1.10 Architectural interior design	Architect - Basic Services
§ 4.1.1.11 Value analysis	Architect - Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect - Reimbursable
§ 4.1.1.13 On-site project representation	Architect - Basic Services (normal const. admin.)
§ 4.1.1.14 Conformed documents for construction	Architect - Basic Services
§ 4.1.1.15 As-designed record drawings	Architect - Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Required
§ 4.1.1.18 Facility support services	Not Required
§ 4.1.1.19 Tenant-related services	Not Required
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Required
§ 4.1.1.21 Telecommunications/data design	Owner or Architect - Reimbursable
§ 4.1.1.22 Security evaluation and planning	Architect - Basic Services
§ 4.1.1.23 Commissioning	Owner or Architect - Reimbursable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect - Additional Service
§ 4.1.1.25 Fast-track design services	Architect - Additional Service (if required)
§ 4.1.1.26 Multiple bid packages	Architect - Basic Service (1 bid package)
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Arch. - Basic Services (Design/Selection Procurement Additional Service if required)
§ 4.1.1.29 Other services provided by specialty Consultants	Architect - Reimbursable/Additional Service
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Geotechnical Report	Owner or Architect - Reimbursable
§ 4.1.1.32 Topography Survey	Owner or Architect - Reimbursable
§ 4.1.1.33 Document Reproduction	Architect - Reimbursable
§ 4.1.1.34 TDLR / ADA	Owner or Architect - Reimbursable
§ 4.1.1.35 Food Service Consultant	Architect - Reimbursable
§ 4.1.1.36 Acoustical Consultant	Architect - Reimbursable
§ 4.1.1.37 Transportation Consultant	Architect - Reimbursable

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The scope of any additional service shall be determined by agreement of the Owner and Architect prior to the Architect providing such additional service.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing; except for required attendance at City of Brownsville Commissioner's Court meetings to report on the status of the progress of the Project.
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

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and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Once a week (1/week) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

Our Schedule is 9 months including 30 day buffer.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. include our current project time line with TIGER

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. include TIGER grant estimates

§ 5.3 The ~~Owner~~ shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Architect

§ 5.4 The ~~Owner~~ shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

Architect

§ 5.5 The ~~Owner~~ shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

TBD if required

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TBD if required

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six point five (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment "A"

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prevailing % in Cameron County

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ]

(Paragraph Deleted)

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

City of Brownsville, TX	Gignac & Associates L.L.P.
OWNER (Signature)	**ARCHITECT** (Signature)
Noel Bernal, City Manager	Raymond Gignac, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Raymond Gignac, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:41:34 ET on 04/08/2019 under Order No. 9582886030 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

(Title)

(Dated)

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UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE CONSOLIDATED APPROPRIATIONS ACT, 2016 (PUB. L. 114-113, DECEMBER 18, 2015) FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2016 TIGER DISCRETIONARY GRANTS)

CITY OF BROWNSVILLE CONNECTING COMMUNITIES

This agreement is between the United States Department of Transportation (*the "**USDOT**"*) and the City of Brownsville (*the "**Recipient**"*). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2016, 81 FR 9935 (February 26, 2016) (*the "**NOFO**"*). In this agreement, "**FY 2016 TIGER Discretionary Grant**" means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

1.1 **Operating Administration.** The Federal Transit Administration (*the "**FTA**"*) will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FTA.

1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will achieve that purpose by completing the project that was described in the Recipient's technical application, titled Connecting Communities as modified by the negotiated provisions on the project's material terms and conditions, including the attachments referenced in section 1.8.

1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2016 TIGER Discretionary Grant in the amount of Five Million Seven Hundred Thousand Dollars ($5,700,000) for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2.

Under 2 CFR 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.

1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.6 **Fund Obligation**

This agreement obligates the total amount of funds stated in section 1.3.

1.7 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number: TX-2019-026-00

1.8 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

2.1 **Summary of Project's Statement of Work.** (See Attachment A for additional details).

The Connecting Communities project is comprised of three (3) projects consisting of: 1)-Improve the Site Safety and Function (ISS&F) and add New Passenger Facility to Site (NPFS), which consists of the relocation within the existing property footprint of the fuel station, bus washer, fleet and employee parking; rehabilitation of the equipment storage facility; improvements to stormwater retention ponds; and construction of a new passenger transfer station and park & ride; 2)-Improve Bus Stop Safety and Comfort, which include sidewalks and curb ramps compliant with the Americans with Disabilities Act (ADA), shelters, benches, and bike amenities; and, 3)- Purchase eight (8) hybrid diesel-electric transit buses to replace approximately five (5) of Brownsville Metro's transit revenue vehicles which have exceeded the recommended useful service life , and four (4) 40' standard fully equipped transit buses for the Metro connect Service to increase capacity and frequency. These three (3) Projects are described in more detail in Attachment A - Scope of Work.

2.2 **Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

Project 1: Improve Operations and Passenger Facility
Improve Site Safety and Function (ISS&F):
Add New Passenger Facility to Site (NPFS):

(ISS&F) (NPFS) Actual Completion of NEPA:	11/01/2018
(ISS&F) Planned Completion of Final Design:	03/15/2020
(ISS&F) Planned Construction Start Date:	06/30/2020
(NPFS) Planned Completion of Final Design: [1]	09/15/2020
(NPFS) Planned Construction Start Date: [1]	07/15/2021

[1] Construction activities are ongoing on ISS&F that would affect access to the NPFS site if construction of this phase was simultaneously in progress. Refer to Attachment B "Overall Project Schedule"

(ISS&F) Planned Construction Substantial Completion:	07/30/2021
(ISS&F) Planned Project Closeout Date:	09/30/2021
(NPFS) Planned Construction Substantial Completion:	03/30/2022
(NPFS) Planned Revenue Service Date:	04/30/2022
(NPFS) Planned Project Closeout Date:	05/30/2022

Project 2: Improve Bus Stop Safety and Comfort

Actual Completion of NEPA:	11/01/2018
Planned Completion of Final Design:	02/15/2020
Planned Construction Start Date: [2]	06/15/2020

[2] Refer to Attachment B – Allowing time for Procurement Process, Preliminary Engineering, and Final Design.

Planned Construction Substantial Completion:	06/15/2021
Planned Revenue Service Date:	07/30/2021
Planned Project Closeout Date:	08/30/2021

Project 3: Replace Revenue Vehicles for SGR and Capacity Improvements

Actual Contract Award Date:	01/22/2019
Planned First Vehicle Delivery Start Date:	02/17/2020
Planned Final Vehicle Delivery End Date:	02/28/2020
Planned Revenue Service Date:	03/30/2020
Planned Project Closeout Date:	05/15/2020
Period of Performance End Date	05/30/2022

2.3 **Summary of Project's Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	**$ 5,700,000**	**53.7%**
Other Federal Funds (if any):	**$ 757,486**	**7.1%**
State Funds (if any):	**$ 0**	**0.0%**
Local Funds (if any):	**$ 3,704,090**	**34.9%**
Other Funds (if any):	**$ 450,404**	**4.3%**
***Total Project Cost:**	**$10,611,980**	**100.0%**

2.4 **Recipient Cost Share Certification.**

The Recipient hereby certifies that not less than Four Million One Hundred Fifty-Four Thousand Four Hundred Ninety-Four Dollars ($4,154,494) in non-Federal funds are committed to fund the project to satisfy the statutory requirement that at least 20% of the project's costs are funded by non-Federal sources.

2.5 **Project's State and Local Planning Requirements.**

If the Administering Operating Administration requires the project to be included in State, metropolitan, or local planning documents, the parties shall record in FTA's electronic award and management system ("***TrAMS***") the date that the project was included in those planning documents.

This Project is included in the 2019-2022 Texas Statewide Transportation Improvement Program (STIP) federally approved on September 28, 2018.

2.6 **Project's Environmental Approvals and Processes.**

If the Administering Operating Administration requires environmental findings for activities under the project, the parties shall document in TrAMS those findings, including the type (Record of Decision, Finding of No Significant Impact, or Categorical

Exclusion) and date of each finding. If a finding is documented in TrAMS, the parties shall attach appropriate environmental documents in TrAMS or file those documents at the Administering Operating Administration's regional office.

This Project received a National Environmental Policy Act (NEPA) Categorical Exclusion, federally approved on November 16, 2018.

2.7 **Recipient's and any Subrecipient's Unique Entity Identifiers.**

Dun and Bradstreet Data Universal Numbering System No. (the *"**DUNS No.**"*) of the Recipient: 965808277

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

2.8 **Recipient Contacts.**

Norma Zamora
Director
City of Brownsville - Brownsville Metro
755 International Boulevard
Brownsville, TX 78520
956-548-4881
normaz@cob.us

ARTICLE 3. GENERAL REPORTING TERMS

3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.

3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the "**OMB**"*). Collections of

information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

4.1 **Quarterly Project Progress Reports.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this agreement.

4.2 **Annual Budget Review and Program Plan.**

(a) From the date of this agreement until Project Closeout, on or before the 60th day before the end of each Agreement Year, the Recipient shall submit to the USDOT an Annual Budget Review and Program Plan that contains:

(1) a detailed schedule of activities and milestones for the next Agreement Year;

(2) an estimate of specific performance objectives, including forecasted expenditures, for the next Agreement Year; and

(3) a comparison of the approved project budget with an updated estimate of the project costs.

In this agreement, "**Agreement Year**" means 12 months beginning on the date of this agreement or an anniversary of the date of this agreement.

(b) If the Recipient's updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:

(1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and

(2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.

4.3 **Closeout Reports.** No later than 90 days after the period of performance end date that is listed in Section 2.2, the Recipient shall:

(1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and

(2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

4.4 **Project Closeout.** In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 CFR 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in Section 4.3.

ARTICLE 5. PERFORMANCE REPORTING

5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

(1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and

(2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

(a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.

(b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.

7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

7.3 **Budget Changes.**

(a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

(b) If the actual eligible project costs are less than the "Total Project Cost" stated in Section 2.3, then the Recipient may reduce non-TIGER funds contributed to the

project. But the Recipient shall not reduce below 20% the non-federal share of eligible project costs.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;

(2) The Recipient fails to begin construction before 08/15/2020;

(3) The Recipient fails to begin expenditure of award funds by 10/01/2020;

(4) The Recipient fails to finish construction (substantial completion) by 06/30/2022;

(5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,

(6) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 **Fund Liquidation, Adjustment, and Cancellation.**

(a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).

(b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 CFR 200.343–.345.

(c) Outstanding FY 16 TIGER Discretionary Grant balances are canceled by statute after September 30, 2024, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival**: The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Robert C. Patrick
FTA Region 6 Administrator
U.S. Department of Transportation
819 Taylor St, Rm 14A02
Fort Worth, TX 76102
(817) 978-0550
Robert.Patrick@dot.gov

and

Mark Bathrick
Program Manager
Office of Program Management
Federal Transit Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-9955
mark.bathrick@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled "National Infrastructure Investments," with number 20.933 in the Catalog of Federal Domestic Assistance.

10.2 **Research and Development Designation.** This award is not for research and development.

10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Acknowledgment of Support.** The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:

"This material is based upon work supported by the USDOT under FTA FY 2016 TIGER Grant No. TX-2019-026-00

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT."

11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2016.

11.3 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2016 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT and the USDOT awards the funding through TrAMS.

EXECUTION BY THE USDOT

Executed this_____ day of _____, 201__.

_____
Signature of USDOT's Authorized Representative

_____
Name of USDOT's Authorized Representative

_____
Title

EXECUTION BY THE CITY OF BROWNSVILLE

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this 13 day of March, 2019.

Signature of Recipient's Authorized Representative

Noel Bernal

Name of Recipient's Authorized Representative

City Manager

Title

Approved as to legality and form
this 14 day of March, 2019
Name:
Title: Deputy City Attorney
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

ATTACHMENT A
STATEMENT OF WORK

The Connecting Communities project is comprised of (3) projects consisting of: Project 1 - Improve the Site Safety and Function (ISS&F) and add New Passenger Facility to Site (NPFS); Project 2 - Improve Bus Stop Safety and Comfort, and Project 3 - Purchase Eight (8) Replacement Revenue Vehicles.

Project 1: Improve Operations and Passenger Facility

This project will improve safety and the daily operational functions on the 10-acre location of Brownsville Metro's Maintenance and Operations facility. The elements below describe in more detail the specific improvements to Project 1.

- **Improve Site Safety and Function:** This element focuses on delivering safety and functional improvements to the existing maintenance facility grounds.
    - Improvements will consist of adding a new site access point from Billy Mitchell Boulevard and improving drainage and stormwater runoff controls. Construction activities will consist of relocating the fuel service island and converting its fuel storage tanks from underground to aboveground; modernizing the bus wash station; securing the site with improved perimeter fencing, gate access control, cameras, and lighting; paving the station and parking areas; and rehabilitating the retention pond and equipment storage facility.

- **Add New Passenger Facility to Site:** This element will construct a new passenger transfer station and park & ride within the 10-acre location of Brownville Metro's Operational and Maintenance Yard, which is near the Brownsville South Padre Island International Airport and will link to the Regional Intercity Transit services and Brownsville Metro's bus service.
    - The new transfer station and park & ride facility will link transit services to outlying colonias and low-income areas. This facility will have three (3) saw tooth bus bay pull-ups, bus layover parking, bike amenities, ADA-compliant sidewalk and ramps, driveway, canopy, electrical work, landscaping, lighting, and 24 public parking stalls.

Project 2: Improve Bus Stop Safety and Comfort

Project 2 will provide improvements to approximately forty-three (43) existing bus stops. The improvements will consist of adding ADA accessible sidewalks, benches, shelters, ramps, bench pads, shelter pads, bus pads, and bike amenities. All improvements are based on ridership by stop, availability of right of way, and targeting the least safe bus stop locations.

Project 3: Purchase Replacement Revenue Vehicles

Project 3 will purchase eight (8) transit buses to replace approximately five (5) of Brownsville Metro's transit revenue vehicles which have exceeded the recommended useful service life with hybrid diesel-electric transit buses. Project 3 will also purchase four (4) 40' standard fully equipped transit buses for the Metro connect Service to increase capacity and frequency. The new buses will include the latest generation of onboard technology and connectivity, including fare payment systems, voice and data transmission equipment, tablet computers, automatic vehicle locators, and rider alert tools.

Note: The four standard fully equipped transit buses described above have been procured with Texas Department of Transportation – Intercity Bus Program Section 5311 (f) funds in the amount of One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000) and are pending delivery in November 2018. These funds are incorporated as part of the overall Connecting Communities Project cost, but the costs of the buses are not eligible costs under this FY2016 TIGER award.

ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

Project 1: Improve Operations and Passenger Facility
Improve Site Safety and Function (ISS&F)
Add New Passenger Facility to Site (NPFS)

Project 2: Improve Bus Stop Safety and Comfort

Chronological Schedule for Projects 1 and 2

Project 1, 2(ISS&F)(NPFS)-Actual Completion of NEPA:	11/01/2018
Project 1(ISS&F)-Planned Start of Preliminary Engineering:	06/15/2019
Project 1(NPFS)-Planned Start of Preliminary Engineering:	06/15/2019
Project 2-Planned Start of Preliminary Engineering:	06/15/2019
Project 2-Planned End of Preliminary Engineering:	09/15/2019
Project 2-Planned Start of Final Design:	09/15/2019
Project 1(ISS&F)-Planned End of Preliminary Engineering:	10/15/2019
Project 1(NPFS)-Planned End of Preliminary Engineering:	10/15/2019
Project 1(ISS&F)-Planned Start of Final Design:	10/15/2019
Project 2-Planned Completion of Final Design:	02/15/2020
Project 1(ISS&F)-Planned Completion of Final Design:	03/15/2020
Project 1(NPFS)-Planned Start of Final Design:	03/15/2020
Project 2-Planned Construction Contract Award Date:	05/15/2020
Project 1(ISS&F)-Planned Construction Contract Award Date:	06/15/2020
Project 2-Planned Construction Start Date:	06/15/2020
Project 1(ISS&F)-Planned Construction Start Date:	06/30/2020
Project 1(NPFS)-Planned Completion of Final Design:	09/15/2020
Project 2-Planned Construction Substantial Completion Date	06/15/2021

Project 1(NPFS)-Planned Construction Contract Award Date:	06/15/2021
Project 1(NPFS)-Planned Construction Start Date:	07/15/2021
Project 1(ISS&F)-Planned Construction Substantial Completion Date	07/30/2021
Project 2-Planned Revenue Service Date:	07/30/2021
Project 2-Planned Project Closeout Date:	08/30/2021
Project 1(ISS&F)-Planned Project Closeout Date:	09/30/2021
Project 1(NPFS)-Planned Construction Substantial Completion Date:	03/30/2022
Project 1(NPFS)-Planned Revenue Service Date:	04/30/2022
Project 1(NPFS)-Planned Project Closeout Date:	05/30/2022
Period of Performance End Date:	05/30/2022

Detailed Breakdown for Major Construction Activities in Project 1

Improve Site Safety and Function (ISS&F)

Project 1(ISS&F)-Relocation/rebuilding of fuel island	Start: 07/2020	Finish: 02/2021
Project 1(ISS&F)-Relocation/rebuilding of bus washer	Start: 07/2020	Finish: 02/2021
Project 1(ISS&F)-Rehab of the Maintenance Warehouse	Start: 07/2020	Finish: 06/2021
Project 1(ISS&F)-Paving (Phase I & II)	Start: 09/2020	Finish: 06/2021
Project 1(ISS&F)-Lighting	Start: 09/2020	Finish: 06/2021
Project 1(ISS&F)-Retention pond	Start: 07/2020	Finish: 04/2021

Add New Passenger Facility to Site (NPFS)

Project 1(NPFS)-Construction East Side Transfer Station	Start: 07/2021	Finish: 03/2022
Project 1(NPFS)-Paving - Transfer	Start: 09/2021	Finish: 03/2022
Project 1(NPFS)-Park and Ride	Start: 07/2021	Finish: 12/2021
Project 1(NPFS)-Employee Parking	Start: 07/2021	Finish: 10/2021

Project 3: Replace Revenue Vehicles for SGR and Capacity Improvements

Planned Contract Award Date:	01/22/2019
Planned First Vehicle Delivery Start Date:	02/17/2020
Planned Last Vehicle Delivery End Date:	02/28/2020
Planned Revenue Service Date:	03/30/2020

Planned Project Closeout Date:	05/15/2020
Period of Performance End Date:	05/30/2022

ATTACHMENT C
ESTIMATED PROJECT BUDGET

Activity	FY16 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	Total Project Cost
Project 1	$3,140,141	$407,486	$0	$1,764,373	$0	$0	$5,312,000
Project 2	$539,859	$350,000	$0	$384,717	$0	$450,404	$1,724,980
Project 3	$2,020,000	$ 0	$0	$1,555,000	$0	$0	$ $3,575,000
Total Eligible Amount	**$5,700,000**	**$757,486**	**$0**	**$3,704,090**	**$0**	**$450,404**	**$10,611,980**

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

Study Area:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS); Project 2: Improve Bus Stop Safety and Comfort; and Project 3: Purchase Replacement Revenue Vehicles

Pre-project Measurement Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 06/01/2021; Project 2: Improve Bus Stop Safety and Comfort 05/01/2020; and Project 3: Purchase Replacement Revenue Vehicles 03/01/2020

Pre-project Report Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 09/01/2021; Project 2: Improve Bus Stop Safety and Comfort 08/01/2020; and Project 3: Purchase Replacement Revenue Vehicles 05/01/2020

Project Outcomes Report Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 04/30/2026; Project 2: Improve Bus Stop Safety and Comfort 05/30/2025 and Project 3: Purchase Replacement Revenue Vehicles 04/30/2024

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Unlinked Passenger Counts (NPFS)	**Quality of Life** Route-level data will be provided consistent with annual, system wide reports provided to NTD. Directional boarding and alighting counts at the Transfer Center by route and time of day for each route stopping there for a typical weekday (while school is in session) and Saturday.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 06/01/2021 Interim Performance Measures: Accurate as of • 06/01/2023 • 06/01/2024 • 06/01/2025	Baseline Report: 09/01/2021 Interim Performance Measures: For a period of 3 years, annually, beginning 06/01/2023 to 06/30/2025

Rider Characteristics (NPFS)	**Quality of Life** Trip origin/destination, access/egress modes, purpose, and traveler demographics. This will be obtained through a survey of travelers on the NPFS on a typical weekday, while schools are in session. The specific survey methodology, sample expansion plan, and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access and egress, and socio-economic characteristics.	Baseline Measurement: *Rider survey to be conducted once project is completed. Interim Performance Measures: Accurate as of • 10/02/2024	A rider survey of users will be carried after the project is completed. Interim Performance Measure Report: *Only one (1) survey is needed after closeout • 12/02/2024
Unlinked Passenger Counts (Project 2: Improve Bus Stop Safety and Comfort)	**Quality of Life** Route-level data will be provided consistent with annual, system wide reports provided to NTD. Directional boarding and alighting counts at the Transfer Center by route and time of day for each route stopping there for a typical weekday (while school is in session) and Saturday.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 05/01/2020 Interim Performance Measures: Accurate as of • 08/01/2022 • 08/01/2023 • 08/01/2024	Baseline Report: 08/01/2020 Interim Performance Measures: For a period of 3 years, annually, beginning 08/01/2022 to 08/30/2024

Average Mileage of Fleet (Purchase Replacement Revenue Vehicles)	**State of Good Repair** Average mileage since the date of manufacture on active vehicles. This reflects the total miles accumulated on all active vehicles since date of manufacture divided by the number of active vehicles. This is typically found by taking the average of all odometer readings at the end of the fiscal year.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 03/01/2020 Interim Performance Measures: Accurate as of • 04/01/2021 • 04/01/2022 • 04/01/2023	Baseline Measurement: 05/01/2020 Interim Performance Measure Reports: For a period of 3 years, from 04/01/2021 to 04/30/2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

Cesar de Leon, At-large Commissioner "A"
Ricardo Longoria, Jr., District Commissioner 1
Joel Munguia, District Commissioner 3

Rose M.Z. Gowen, M.D., At-large Commissioner "B"
Jessica Tetreau, District Commissioner 2
Ben R. Neece, District Commissioner 4

Antonio Martinez, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting,** an **Executive Session** and a **Work Session** on **Tuesday, June 18, 2019** at **5:00 P.M.** in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

* * * * * * * * * * * * * * * *

ROLL CALL:

INVOCATION:

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

* * * * * * * * * * * * * * * *

1. City Secretary's notice of items to be discussed in executive session and consideration of motion to move into closed session as allowed by the Texas Government Code.

EXECUTIVE SESSION:

A) Attorney consultation pursuant to Section 551.071(1), Texas Government Code pertaining to pending litigation styled and numbered Brownsville GMS, Ltd v. City of Brownsville; Cause no. 2019-DCL-02693 (445th Judicial District Court in Cameron County, Texas). (City Manager's Office)

B) Closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the evaluation of a public officer or employee, to wit, City Manager Noel Bernal. (City Manager's office)

* * * * * * * * * * * * * * * *

WORK SESSION: (Open to the Public)

A) Building Community (BC) presentation on Downtown Initiatives.

B) Boards and Commission:
Board of Adjustment
Brownsville Beautification Committee
Brownsville Convention & Visitors Bureau
Building and Standards
Greater Brownsville Incentives Corporation
Historic Preservation and Design Review Board
Parks and Recreation Advisory Committee
Planning and Zoning Commission

Brownsville Public Utilities Board
Border Film Advisory Commission
Brownsville Public Library System Advisory Board

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2. Mayor's Letter of Gratitude

3. PROCLAMATION: **Affordable Housing Month**
(Mayor A. Martinez/Commissioner B. Neece)

4. CONSENT AGENDA ITEMS:

All consent Agenda Items listed are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

ITEMS No. "a" through "h"

a) To acknowledge the following individuals to incur travel expense:

Employee	Department	Destination	Date
Christina Garza	City Secretary's Office	Houston, TX	June 27-28, 2019
Gerardo Garcia	Finance	Austin, TX	June 17-21, 2019
Javier Quiroga	Fire	College Station, TX	July 06-07, 2019
Ricardo Najera	Fire	Omaha, NE	June 19-21, 2019
Gabriel H. Garza	Fire	Omaha, NE	June 19-21, 2019
Robert Lerma	Municipal Court	Austin, TX	July 25-26, 2019
Eva L. Garcia	Parks	Rockwall, TX	June 17-20, 2019
Julio De Los Reyes	Purchasing	Austin, TX	July 08-12, 2019
Alejandro Alviar	Police	Arlington, TX	July 18-22, 2019
Imelda Valdez	Police	Arlington, TX	July 18-22, 2019
Liliana De la Garza	Police	Arlington, TX	July 18-22, 2019

b) Consideration and **ACTION** to award a contract for Traffic Signal Design Services for Two Intersections located at State Highway 48 and Coffee Port Road and Tulipan Street and East Avenue, as budgeted. (Engineering Department)

c) Consideration and **ACTION** to award contract for Engineering Services to Mejia & Rose Inc., for Street Improvements to Calvin Street, as budgeted. (Engineering Department)

d) Consideration and **ACTION** to request authorization to enter into a Cooperative Agreement through Omnia Partners, Public Sector (former TCPN Cooperative) with TCG Consulting, LP, for 457 Plan Consulting, Employee Financial Wellness, Cash Management Consulting, and OPEB Trust Consulting. (Finance Department)

e) Consideration and **ACTION** to renew contract with Martinez and Associates for Legislative Services, as budgeted. (City Manager's Office)

f) Consideration and **ACTION** to approve a renewal with Tyler Technologies, Inc., for the ERP New World software maintenance contract (SSMA) for the period 10/01/2019 through 09/30/2020 in an amount not to exceed $190,034.94. (Management Information System Department)

g) Consideration and **ACTION** to replace APC Battery backup for MIS Data Center under cooperative contract, in the amount of $36,537.36, as budgeted. (Management Information System Department)

h) Consideration and **ACTION** to approve the purchase of ten (10) new 2019 PITTS Transport Trailers for the City of Brownsville Public Works Department, as budgeted. (Public Works Department)

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5. PUBLIC COMMENT PERIOD: PLEASE NOTE:

THE PUBLIC COMMENT PERIOD IS DESIGNATED FOR HEARING CONCERNS REGARDING CITY OF BROWNSVILLE PUBLIC POLICY OR CITY OF BROWNSVILLE BUSINESS THAT IS NOT ON THE AGENDA.

DO NOT REQUEST A PUBLIC COMMENT FORM
IF YOU WISH TO COMMENT ON AN ITEM THAT IS ALREADY ON THE AGENDA
"PUBLIC HEARING" ITEMS ARE OPEN FOR COMMENT (ON THAT PARTICULAR ITEM)
UPON NOTICE FROM THE PRESIDING OFFICER

- THE "PUBLIC COMMENT FORM" IS DESIGNATED FOR SPEAKERS TO BE RECOGNIZED AND ADDRESS THE COMMISSION ON A SUBJECT THAT IS **NOT A PUBLIC HEARING.**
- **ADDRESS THE COMMISSION AS A WHOLE – DO NOT DIRECT YOUR COMMENTS TO ANY INDIVIDUAL MEMBER OF THE COMMISSION.**
- **THE PUBLIC COMMENT PERIOD IS A TOTAL OF 15 MINUTES.**
- THERE IS A **THREE (3)-MINUTE TIME LIMIT** PER SPEAKER. (TIMED)
- NO **FORMAL** ACTION CAN BE TAKEN.
- FOR THE RECORD, THE SPEAKER **MUST IDENTIFY BY NAME** BEFORE SPEAKING.
- **Public Comment Forms are not reserved for anyone.**
- "PUBLIC COMMENT FORMS" Must be filled out and presented to THE CITY SECRETARY **BEFORE A SCHEDULED CITY COMMISSION MEETING** TO BE RECOGNIZED.
- **"PUBLIC COMMENT FORMS" ARE ONLY ACCEPTED UP TO AN HOUR BEFORE A SCHEDULED CITY COMMISSION MEETING.**
- **POWERPOINT PRESENTATIONS ARE NOT CONDUCTED DURING THE PUBLIC COMMENT PERIOD**. [For further information, contact The Office of the City Secretary at 548-6001]

PRESENTATIONS:

PERSONS/GROUPS SCHEDULED TO CONDUCT A PRESENTATION OR DISTRIBUTING HANDOUTS ASSOCIATED WITH A PRESENTATION TO THE COMMISSION **MUST PROVIDE A COPY** OF SAME TO THE CITY SECRETARY FOR THE RECORD.

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Consideration and **ACTION** to award the purchase of a new tractor for the Brownsville South Padre Island International Airport, in the amount of $68,546.15. (Airport Department)

7. Consideration and **ACTION** for Brownsville Community Improvement Corporation (BCIC) Economic Development Project Funding on Expanding Frontiers Fiscal Year 2019. (City Manager's Office)

8. Consideration and **ACTION** on a Memorandum of Understanding (MOU) regarding EBridge Project located at 1302 E. Adams. (City Manager's Office)

9. Consideration and **ACTION** on **Resolution Number 2019-041**, to approve the presentation of the City of Brownsville's allocation of the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) Funding for the 2019 One Year Action Plan. (Grants Department)

10. Consideration and **ACTION** to award contract for A&E Consultant Services for the TIGER Grant Projects. (BMetro Department)

11. Consideration and **ACTION** to appoint a member or members to the Board of Adjustment. (Planning and Development Services Department)

12. Consideration and **ACTION** to appoint or re-appoint five (5) members to the Brownsville Beautification Committee. (Parks and Recreation Department)

13. Consideration and **ACTION** to appoint or re-appoint one (1) member to the Brownsville Convention & Visitors Bureau. (Parks and Recreation Department)

14. Consideration and **ACTION** to appoint a member or members to the Greater Brownsville Incentives Corporation (GBIC). (City Manager's Office)

15. Consideration and **ACTION** to appoint a member or members to the Historic Preservation and Design Review Board. (Planning and Development Services Department)

16. Consideration and **ACTION** to appoint or re-appoint one (1) member to the Parks and Recreation Advisory Board Committee. (Parks and Recreation Department)

17. Consideration and **ACTION** to appoint four (4) regular members and one (1) special member to the Planning and Zoning Commission. (Planning and Development Services Department)

18. Consideration and **ACTION** to appoint or re-appoint three (3) members to the Brownsville Public Utilities Board. (City Manager's Office)

19. Consideration and **ACTION** to re-activate the Border Film Advisory Commission. (City Manager's Office)

20. Consideration and **ACTION** to appoint or re-appoint members to the Brownsville Public Library System Advisory Board. (Library Department)

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ADJOURNMENT:

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551, Title 5 of the Texas Government Code.

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the ADA Coordinator at 956/548-6037 (voice or Relay TX) by Monday, no later than 5:00 P.M., to make proper arrangements.

By: Antonio Martinez
Mayor of the City of Brownsville

I certify that a copy of the June 18, 2019, Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on June 14, 2019. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: http://www.cob.us/AgendaCenter

Griselda Rosas
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Helen Ramirez, City Manager
Date:	Tuesday, November 14, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-131**, to appoint one (1) new member to the Greater Brownsville Incentives Corporation (GBIC) Board of Directors to fill existing vacancies. (City Managers Office)

Summary:
Mayor John Cowen, Jr. is resigning from the GBIC Board, therefore this resolution is for the appointment of a member to replace the vacancy on the GBIC Board. With Mayor Cowen resigning, the next district to nominate an individual for an appointment will be Commissioner Tino Villarreal, District "A".

Mayor Cowen's representative on GBIC is Mr. Francisco J. Orozco by virtue of Mayor Mendez's appointment of Mr. Orozco on March 15, 2022. With this final appointment to fill a vacancy left by a sitting commissioner/mayor, citizens will entirely comprise the GBIC board, and each district will have its own representative.

Project Scope and Analysis:
This appointment is to fill the vacancy created by the resignation of Mayor Cowen from the GBIC Board.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Economic Development Pillar

Attachments:

1. GBIC slides
2. GBIC BOARD vR 2
3. RESOLUTION NUMBER 2023-131

Greater Brownsville Incentives Corporation (GBIC)

Greater Brownsville Incentives Corporation (GBIC)					
PRESENT MEMBERS	**TERM:**	**APPOINTED DATE:**	**TERM EXPIRES:**	**APPOINTED BY:**	**DISTRICT REPRESENTED:**
Francisco J. Orozco	4 yr	3/15/2022	3/15/2026	Mayor Mendez	**Mayor**
Mayor John Cowen, Jr.	4 yr	12/8/2020	12/1/2024	Comm. Neece	**A**
Liliana Elizondo	4 yr	6/7/2022	6/7/2026	Comm. Gowen	**B**
Anna Oquin	4 yr	8/2/2022	8/2/2026	Comm. Galonsky Pizana	**1**
Dr. Jose Hinojosa	4 yr	12/14/2021	12/14/2025	Comm. Tetreau	**2**
Ankjaer Jensen	4 yr	11/2/2021	11/2/2025	Comm. De Los Santos	**3**
Gerardo Gonzalez	4yr	1/4/2022	1/4/2026	Comm. Cardenas	**4**

Applicant's Name	District
Jaime A Diez	2
Marty Castillo	2
Claudia Lozano	4

Applicant's Name	District

Greater Brownsville Incentives Corporation (GBIC)					
PRESENT MEMBERS	**TERM:**	**APPOINTED DATE:**	**TERM EXPIRES:**	**APPOINTED BY:**	**DISTRICT REPRESENTED:**
Francisco J. Orozco	4 yr	3/15/2022	3/15/2026	Mayor Mendez	**Mayor**
Mayor John Cowen, Jr.	4 yr	12/8/2020	12/1/2024	Comm. Neece	**A**
Liliana Elizondo	4 yr	6/7/2022	6/7/2026	Comm. Gowen	**B**
Anna Oquin	4 yr	8/2/2022	8/2/2026	Comm. Galonsky Pizana	**1**
Dr. Jose Hinojosa	4 yr	12/14/2021	12/14/2025	Comm. Tetreau	**2**
Ankjaer Jensen	4 yr	11/2/2021	11/2/2025	Comm. De Los Santos	**3**
Gerardo Gonzalez	4yr	1/4/2022	1/4/2026	Comm. Cardenas	**4**

RESOLUTION NUMBER 2023-131

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBER(S) TO THE GREATER BROWNSVILLE INCENTIVES CORPORATION (GBIC).

WHEREAS, the Greater Brownsville Incentives Corporation (GBIC), purpose is to oversee the 501(c)3, non-profit corporation as established in accordance with the Texas Development Corporation Act of 1979; and

WHEREAS, GBIC provides job creation incentives to recruit and/or expand industries, incentives for various grant programs related to infrastructure and job training; and

WHEREAS, the City Commission shall appoint each Board member, four (4) year term, no director shall serve more than two (2) terms of four (4) years. The term of all directors of the corporation shall commence on January 1 of the first year of appointment, and end on December 31 of the last year of appointment and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed to serve on the Greater Brownsville Incentives Development (GBIC) Board of Directors.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and **APPROVED** on this 14th day of November 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda (Yoli) Galarza-Gomez, TRMC
City Secretary